

**ORIGINAL**

**AGREEMENT BETWEEN  
THE CITY OF SAN DIEGO**

**AND**

**BLUE LAKE CIVIL**

**FOR**

**DESIGN OF AC WATER & SEWER GROUP 1033**

**CONTRACT NUMBER: H207152**

0-21363

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Exhibit A - Scope of Services

Exhibit B - Compensation and Fee Schedule

Exhibit C - Time Schedule

Exhibit D - City's Equal Opportunity Contracting Program Consultant Requirements  
(AA) Disclosure of Discrimination Complaints  
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(CC) Subcontractors List

Exhibit E - Determination Form

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Exhibit G - Contractor Standards Pledge of Compliance

**AGREEMENT BETWEEN  
THE CITY OF SAN DIEGO  
AND BLUE LAKE CIVIL  
FOR DESIGN PROFESSIONAL SERVICES**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation [City], and Blue Lake Civil [Design Professional] for the Design Professional to provide Professional Services to the City for the Design of AC Water & Sewer Group 1033 [Project].

**RECITALS**

The City wants to retain the services of a professional civil engineering firm to provide civil engineering services [Professional Services].

The Design Professional represents that it has the expertise, experience and personnel necessary to provide the Professional Services for the Project.

The City and the Design Professional [Parties] want to enter into an Agreement whereby the City will retain the Design Professional to provide, and the Design Professional shall provide, the Professional Services for the Project [Agreement].

In consideration of the above recitals and the mutual covenants and conditions set forth, herein, and for good and valuable consideration, the sufficiency of which are hereby acknowledged, the Parties hereby set forth their mutual covenants and understandings as follows:

**ARTICLE I  
DESIGN PROFESSIONAL SERVICES**

The above-listed recitals are true and correct and are hereby incorporated by reference.

**1.1 Scope of Services.** The Design Professional shall perform the Professional Services as set forth in the written Scope of Services [Exhibit A] at the direction of the City.

**1.2 Contract Administrator.** The Engineering & Capital Projects Department is the contract administrator for this Agreement. The Design Professional shall provide the Professional Services under the direction of a designated representative of the Engineering & Capital Projects Department. The City's designated representative will communicate with the Design Professional on all matters related to the administration of this Agreement and the Design Professional's performance of the Professional Services rendered hereunder. When this Agreement refers to communications to or with the City, those communications will be with the designated representative, unless the designated representative or the Agreement specifies otherwise. However, when this Agreement refers to an act or approval to be performed by the City, that act or approval shall be performed by the Mayor or his designee, unless the Agreement specifies otherwise.

**1.3 City Modification of Scope of Services.** The City may, without invalidating this Agreement, order changes in the Scope of Services by altering, adding to or deducting from

the Professional Services to be performed. All such changes shall be in writing and shall be performed in accordance with the provisions of this Agreement. If any such changes cause an increase or decrease in the Design Professional's cost of, or the time required for, the performance of any of the Professional Services, the Design Professional shall immediately notify the City. If the City deems it appropriate, an equitable adjustment to the Design Professional's compensation or time for performance may be made, provided that any adjustment must be approved by both Parties in writing in accordance with Section 9.1 of this Agreement.

**1.4 Written Authorization.** Prior to performing any Professional Services in connection with the Project, the Design Professional shall obtain from the City a written authorization to proceed. Further, throughout the term of this Agreement, the Design Professional shall immediately advise the City in writing of any anticipated change in the Scope of Services [Exhibit A], Compensation and Fee Schedule [Exhibit B], or Time Schedule [Exhibit C], and shall obtain the City's written consent to the change prior to making any changes. In no event shall the City's consent be construed to relieve the Design Professional from its duty to render all Professional Services in accordance with applicable laws and accepted industry standards.

**1.5 Confidentiality of Services.** All Professional Services performed by the Design Professional, including but not limited to all drafts, data, correspondence, proposals, reports, and estimates compiled or composed by the Design Professional, pursuant to this Agreement, are for the sole use of the City, its agents and employees. Neither the documents nor their contents shall be released to any third party without the prior written consent of the City. This provision does not apply to information that (a) was publicly known, or otherwise known to the Design Professional, at the time that it was disclosed to the Design Professional by the City, (b) subsequently becomes publicly known through no act or omission of the Design Professional, or (c) otherwise becomes known to the Design Professional other than through disclosure by the City. Except for Subcontractors covered by Section 4.4, neither the documents nor their contents shall be released to any third party without the prior written consent of the City.

**1.6 Competitive Bidding.** The Design Professional shall ensure that any plans and specifications prepared, required, or recommended under this Agreement allow for competitive bidding. The Design Professional shall design such plans or specifications so that procurement of services, labor or materials are not available from only one source, and shall not design plans and specifications around a single or specific product, piece of major equipment or machinery, a specific patented design, or a proprietary process, unless required by principles of sound engineering practice and supported by a written justification that has been approved in writing by the City. The Design Professional shall submit this written justification to the City prior to beginning work on such plans or specifications. Whenever the Design Professional recommends a specific product or equipment for competitive procurement, such recommendation shall include at least two brand names of products that are capable of meeting the functional requirements applicable to the Project.

## **ARTICLE II DURATION OF AGREEMENT**

**2.1 Term of Agreement.** This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40. Unless otherwise terminated, it shall be effective until completion of the Scope of Services or for no more than seventy-two (72) months, whichever is the earliest. Any extension beyond seventy-two (72) months will require City Council approval via Ordinance.

**2.2 Time of Essence.** Time is of the essence for each provision of this Agreement, unless otherwise specified in this Agreement. The time for performance of the Scope of Services [Exhibit A] is set forth in the Time Schedule [Exhibit C].

**2.3 Notification of Delay.** The Design Professional shall immediately notify the City in writing if the Design Professional experiences or anticipates experiencing a delay in performing the Professional Services within the time frames set forth in the Time Schedule [Exhibit C]. The written notice shall include an explanation of the cause for, and a reasonable estimate of the length of the delay. If in the opinion of the City, the delay affects a material part of the Project, the City may exercise its rights under Sections 2.5-2.7 of this Agreement.

**2.4 Delay.** If delays in the performance of the Professional Services are caused by unforeseen events beyond the control of the Parties, such delay may entitle the Design Professional to a reasonable extension of time, but such delay shall not entitle the Design Professional to damages or additional compensation. Any such extension of time must be approved in writing by the City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the Design Professional's work; inability to obtain materials, equipment, or labor; required additional Professional Services; or other specific reasons agreed to between the City and the Design Professional; provided, however, that: (a) this provision shall not apply to, and the Design Professional shall not be entitled to an extension of time for, a delay caused by the acts or omissions of the Design Professional; and (b) a delay caused by the inability to obtain materials, equipment, or labor shall not entitle the Design Professional to an extension of time unless the Design Professional furnishes the City, in a timely manner, documentary proof satisfactory to City of the Design Professional's inability to obtain materials, equipment, or labor.

**2.5 City's Right to Suspend for Convenience.** The City may, at its sole option and for its convenience, suspend all or any portion of the Design Professional's performance of the Professional Services, for a reasonable period of time not to exceed six months. In accordance with the provisions of this Agreement, the City will give written notice to the Design Professional of such suspension. In the event of such a suspension, in accordance with the provisions of Article III of this Agreement, the City shall pay to the Design Professional a sum equivalent to the reasonable value of the Professional Services the Design Professional has satisfactorily performed up to the date of suspension. Thereafter, the City may rescind such suspension by giving written notice of rescission to the Design Professional. The City may then require the Design Professional to resume performance of the Professional Services in compliance with the terms and conditions of this Agreement; provided, however, that the Design Professional shall be entitled to an extension of time equal to the length of the suspension, unless otherwise agreed to in writing by the Parties.

**2.6 City's Right to Terminate for Convenience.** The City may, at its sole option and for its convenience, terminate all or any portion of the Professional Services agreed to pursuant to this Agreement by giving written notice of such termination to the Design Professional. Such notice shall be delivered by certified mail with return receipt for delivery to the City. The termination of the Professional Services shall be effective upon receipt of the notice by the Design Professional. After termination of this Agreement, the Design Professional shall complete any and all additional work necessary for the orderly filing of documents and closing of the Design Professional's Professional Services under this Agreement. For services satisfactorily rendered in completing the work, the Design Professional shall be entitled to fair and reasonable compensation for the Professional



Services performed by the Design Professional before the effective date of termination. After filing of documents and completion of performance, the Design Professional shall deliver to the City all drawings, plans, calculations, specifications and other documents or records related to both the Project and to the Design Professional's Professional Services on the Project. By accepting payment for completion, filing and delivering documents as called for in this paragraph, the Design Professional discharges the City of all of the City's payment obligations and liabilities under this Agreement.

**2.7 City's Right to Terminate for Default.** If the Design Professional fails to satisfactorily perform any obligation required by this Agreement, the Design Professional's failure constitutes a Default. A Default includes the Design Professional's failure to adhere to the Time Schedule. If the Design Professional fails to satisfactorily cure a Default within ten calendar days of receiving written notice from the City specifying the nature of the Default, the City may immediately cancel and/or terminate this Agreement, and terminate each and every right of the Design Professional, and any person claiming any rights by or through the Design Professional under this Agreement. The rights and remedies of the City enumerated in this Section are cumulative and shall not limit, waive, or deny any of the City's rights under any other provision of this Agreement. Nor does this Section otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of this Agreement or hereinafter enacted or established, that may be available to the City against the Design Professional.

### **ARTICLE III COMPENSATION**

**3.1 Amount of Compensation.** The City shall pay the Design Professional for performance of all Professional Services rendered in accordance with this Agreement, including reasonably related expenses, a total contract amount not exceeding \$2,162,429. The compensation for the Scope of Services shall not exceed \$1,884,877, and the compensation for Additional Services (described in Section 3.2), if any, shall not exceed \$277,552.

**3.2 Additional Services.** The City may require that the Design Professional perform additional Professional Services [Additional Services] beyond those described in the Scope of Services [Exhibit A]. Prior to the Design Professional's performance of Additional Services, the City and the Design Professional must agree in writing upon a fee for the Additional Services, including reasonably related expenses, in accordance with the Compensation and Fee Schedule [Exhibit B]. The City will pay the Design Professional for the performance of Additional Services in accordance with Section 3.3.

**3.3 Manner of Payment.** The City shall pay the Design Professional in accordance with the Compensation and Fee Schedule [Exhibit B]. For the duration of this Agreement, the Design Professional shall not be entitled to fees, including fees for expenses, that exceed the amounts specified in the Compensation and Fee Schedule. The Design Professional shall submit one invoice per calendar month in a form acceptable to the City in accordance with the Compensation and Fee Schedule. The Design Professional shall include with each invoice a description of completed Professional Services, reasonably related expenses, if any, and all other information, including but not limited to: the progress percentage of the Scope of Services and/or deliverables completed prior to the invoice date, as required by the City. The City will pay undisputed portions of invoices within thirty calendar days of receipt.

**3.4 Additional Costs.** Additional Costs are those costs that can be reasonably determined to be related to the Design Professional's errors or omissions, and may include Design Professional, City, or Subcontractor overhead, construction, materials, demolition,

and related costs. The Design Professional shall not be paid for the Professional Services required due to the Design Professional's errors or omissions, and the Design Professional shall be responsible for any Additional Costs associated with such errors or omissions. These Additional Costs may be deducted from monies due, or that become due, the Design Professional. Whether or not there are any monies due, or becoming due, the Design Professional shall reimburse the City for Additional Costs due to the Design Professional's errors or omissions.

**3.5 Eighty Percent Notification.** The Design Professional shall promptly notify the City in writing of any potential cost overruns. Cost overruns include, but are not limited to the following: (1) where anticipated costs to be incurred in the next sixty calendar days, when added to all costs previously incurred, will exceed 80 percent of the maximum compensation for this Agreement; or (2) where the total cost for performance of the Scope of Services [Exhibit A] appears that it may be greater than the maximum compensation for this Agreement.

#### **ARTICLE IV DESIGN PROFESSIONAL'S OBLIGATIONS**

**4.1 Industry Standards.** The Design Professional agrees that the Professional Services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent professional civil engineering firm using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Where approval by the City, the Mayor or his designee, or other representatives of the City is required, it is understood to be general approval only and does not relieve the Design Professional of responsibility for complying with all applicable laws, codes, and good consulting practices.

#### **4.2 Right to Audit.**

**4.2.1 Access.** The City retains the right to review and audit, and the reasonable right of access to Design Professional's and any Subcontractor's premises to review and audit the Design Professional's or Subcontractor's compliance with the provisions of this Agreement [City's Right]. The City's Right includes the right to inspect and photocopy same, and to retain copies, outside of the Design Professional's premises, of any and all Project-related records with appropriate safeguards, if such retention is deemed necessary by the City in its sole discretion. This information shall be kept by the City in the strictest confidence allowed by law.

**4.2.2 Audit.** The City's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the City determines are necessary to discover and verify that the Design Professional or Subcontractor is in compliance with all requirements under this Agreement.

**4.2.2.1 Cost Audit.** If there is a claim for additional compensation or for Additional Services, the City's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the City determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

**4.2.2.2 Accounting Records.** The Design Professional and all Subcontractors shall maintain complete and accurate records in accordance with Generally Accepted Accounting Practices in the industry. The Design Professional and Subcontractors shall make available to the City for review and audit; all Project-related accounting records

and documents, and any other financial data. Upon the City's request, the Design Professional and Subcontractors shall submit exact duplicates of originals of all requested records to the City.

**4.2.3 City's Right Binding on Subcontractors.** The Design Professional shall include the City's Right as described in Section 4.2, in any and all of their subcontracts, and shall ensure that these sections are binding upon all Subcontractors.

**4.2.4 Compliance Required before Mediation or Litigation.** A condition precedent to proceeding with mandatory mediation and further litigation provided for in Article VII is the Design Professional's and Subcontractors full compliance with the provisions of this Section 4.2 within sixty days of the date on which the City mailed a written request to review and audit compliance.

**4.3 Insurance.** The Design Professional shall not begin the Professional Services under this Agreement until it has: (a) obtained, and provided to the City, insurance certificates and endorsements reflecting evidence of all insurance required in Article IV, Section 4.3.1; however, the City reserves the right to request, and the Design Professional shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each company or companies as required by Article IV, Section 4.3.3; and (c) confirmed that all policies contain the specific provisions required in Article IV, Section 4.3.4 of this Agreement. However, failure to obtain the required documents prior to the Professional Services commencing shall not waive Design Professional's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time. Design Professional's liabilities, including but not limited to Design Professional's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Except as provided for under California law, all policies of insurance required hereunder must provide that the City is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Maintenance of specified insurance coverage is a material element of this Agreement and Design Professional's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by the City.

Further, the Design Professional shall not modify any policy or endorsement thereto which increases the City's exposure to loss for the duration of this Agreement.

**4.3.1 Types of Insurance.** At all times during the term of this Agreement, the Design Professional shall maintain insurance coverage as follows:

**4.3.1.1 Commercial General Liability.** The Design Professional shall keep in full force and effect Commercial General Liability (CGL) Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$1 million per occurrence and subject to an annual aggregate of \$2 million. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

**4.3.1.2 Commercial Automobile Liability.** For all of the Design Professional's automobiles including owned, hired and non-owned automobiles, the Design Professional shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at

least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto). If the Design Professional does not possess owned automobiles then coverage for hired and non-owned automobiles shall be provided.

**4.3.1.3 Workers' Compensation.** For all of the Design Professional's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Design Professional shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1 million of employers' liability coverage, and the Design Professional shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

**4.3.1.4 Architects & Engineers Professional Liability.** For all of the Design Professional's employees who are subject to this Agreement, the Design Professional shall keep in full force and effect, Professional Liability coverage for professional liability with a limit of \$1 million per claim and \$2 million annual aggregate. The Design Professional shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of the Professional Services; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Professional Services or termination of this Agreement whichever occurs last. The Design Professional agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the City's exposure to loss.

**4.3.1.5 Contractors Pollution Liability Insurance.**

Design Professional shall procure and maintain at Design Professional's expense or require Subcontractor, as described below to procure and maintain, the Contractors Pollution Liability Insurance including contractual liability coverage to cover liability arising out of cleanup, removal, storage, or handling of hazardous or toxic chemicals, materials, substances, or any other pollutants by the Design Professional or any Subcontractor in an amount not less than \$2 million limit for bodily injury and property damage.

For approval of a substitution of Subcontractor's insurance, the Design Professional shall certify that all activities for which the Contractors Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance. The deductible shall not exceed \$25,000 per claim.

Contractual liability shall include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There shall be no endorsement or modification of the coverage limiting the scope of coverage for either "insured vs. insured" claims or contractual liability.

Occurrence based policies shall be procured before the Professional Services commence and shall be maintained for the term of this Agreement. Claims Made policies shall be procured before the Professional Services commence, shall be maintained for the term of this Agreement, and shall include a 12 month extended Claims Discovery Period applicable to this Agreement or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Professional Services without advancing the retroactive date.

Except as provided for under California law, the policy or policies shall provide that the City is entitled to 30 days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

**4.3.2 Deductibles.** All deductibles on any policy shall be the responsibility of the Design Professional and shall be disclosed to the City at the time the evidence of insurance is provided.

**4.3.3 Acceptability of Insurers.**

**4.3.3.1** Except for the State Compensation Insurance Fund, all insurance required by this Agreement shall only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by the City.

**4.3.3.2** The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

**4.3.4 Required Endorsements.**

The following endorsements to the policies of insurance are required to be provided to the City before any work is initiated under this Agreement.

**4.3.4.1 Commercial General Liability Insurance Endorsements.**

**ADDITIONAL INSURED.** To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Additional Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, and (c) your work, including but not limited to your completed operations performed by you or on your behalf.

**PRIMARY AND NON-CONTRIBUTORY COVERAGE.** The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents and representatives shall be in excess of Design Professional's insurance and shall not contribute to it.

**4.3.4.2 Worker's Compensation and Employer's Liability Insurance Endorsements.**

**WAIVER OF SUBROGATION.** The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for the City.

**4.3.4.3 Contractors Pollution Liability Insurance Endorsements.**

**ADDITIONAL INSURED.** The policy or policies shall be endorsed to include as an Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) your products, (c) your work, e.g., your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled, or used by you; except that in connection with, collateral to, or affecting any construction contract to which the provisions of subdivision (b) of § 2782 of the California Civil Code apply, this endorsement shall not provide any duty of indemnity coverage for the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives in any case where an agreement to indemnify the City and its respective elected officials, officers, employees, agents, and representatives would be invalid under subdivision (b) of §2782 of the California Civil Code.

In any case where a claim or loss encompasses the negligence of the Insured and the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives that are not covered because of California Insurance Code §11580.04, the insurer's obligation to the City and its respective elected officials, officers, employees, agents, and representatives shall be limited to obligations permitted by California Insurance Code §11580.04.

**PRIMARY AND NON CONTRIBUTORY COVERAGE.** The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of the Design Professional's insurance and shall not contribute to it.

**4.3.5 Reservation of Rights.** The City reserves the right, from time to time, to review the Design Professional's insurance coverage, limits, deductible and self-insured retentions to determine if they are acceptable to the City. The City will reimburse the Design Professional for the cost of the additional premium for any coverage requested by the City in excess of that required by this Agreement without overhead, profit, or any other markup.

**4.3.6 Additional Insurance.** The Design Professional may obtain additional insurance not required by this Agreement.

**4.3.7 Excess Insurance.** All policies providing excess coverage to the City shall follow the form of the primary policy or policies including but not limited to all endorsements.

**4.4 Subcontractors.** The Design Professional's hiring or retaining of any third parties [Subcontractors] to perform services related to the Project [Subcontractor Services] is subject to prior approval by the City. The Design Professional shall list on the Subcontractor List [Exhibit D, Attachment CC] all Subcontractors known to the Design Professional at the time this Agreement is entered. If at any time after this Agreement is entered into, the Design Professional identifies a need for addition, deletion, or substitution of Subcontractor Services, the Design Professional must submit a written notice to the City requesting approval for the change modifying the Subcontractor Services. The Design Professional's written notice shall include a justification, a description of the scope of services, an estimate of all costs/percentage of contract participation for the Subcontractor Services, and an updated Exhibit D, Attachment CC reflecting the requested change(s). The City agrees to consider such requests in good faith.

**4.4.1 Subcontractor Contract.** All contracts entered into between the Design Professional and any Subcontractor shall contain the information as described in Sections 4.6, 4.7, 4.10.2, and 4.18, and shall also provide as follows:

**4.4.1.1** Design Professional shall require the Subcontractor to obtain insurance policies, as described in Section 4.3.1, and those policies shall be kept in full force and effect during any and all work on this Project and for the duration of this Agreement. Furthermore, Subcontractor policy limits, and required endorsements shall be determined by the Design Professional proportionate to the services performed by the Subcontractor.

**4.4.1.2** The Design Professional is obligated to pay the Subcontractor, for Design Professional and City-approved invoice amounts, out of amounts paid by the City to the Design Professional, not later than fourteen working days from the Design Professional's receipt of payment from the City. Nothing in this paragraph shall be construed to impair the right of the Design Professional and any Subcontractor to negotiate fair and reasonable pricing and payment provisions among themselves.

**4.4.1.3** In the case of a deficiency in the performance of Subcontractor Services, the Design Professional shall notify the City in writing of any withholding of payment to the Subcontractor, specifying: (a) the amount withheld; (b) the specific cause under the terms of the subcontract for withholding payment; (c) the connection between the cause for withholding payment and the amount withheld; and (d) the remedial action the Subcontractor must take in order to receive the amount withheld. Once the Subcontractor corrects the deficiency, the Design Professional shall pay the Subcontractor the amount withheld within fourteen working days of the Design Professional's receipt of the City's next payment.

**4.4.1.4** In any dispute between the Design Professional and Subcontractor, the City shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The Design Professional agrees to defend and indemnify the City as described in Article VI of this Agreement in any dispute between the Design Professional and Subcontractor should the City be made a party to any judicial or administrative proceeding to resolve the dispute in violation of this position.

**4.4.1.5** The Subcontractor is bound to the City's Equal Opportunity Contracting Program covenants set forth in Article IV, Section 4.6 and [Exhibit D] of this Agreement.

**4.4.1.6** The City is an intended beneficiary of any work performed by the Subcontractor for purposes of establishing a duty of care between the Subcontractor and the City.

#### **4.5 Contract Records and Reports.**

**4.5.1** The Design Professional shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors. Records shall show name, telephone number including area code, and business address of each Subcontractor and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

**4.5.2** The Design Professional shall retain all records, books, papers, and documents directly pertinent to the Contract for a period of not less than five (5) years after Completion of the contract and allow access to said records by the City's authorized representatives.

**4.5.3** The Design Professional must submit the following reporting using the City's web-based contract compliance i.e., Prism® portal:

**4.5.3.1** Monthly Employment Utilization. Design Professional and their Subcontractors must submit Monthly Employment Utilization Reporting by the fifth (5th) day of the subsequent month.

**4.5.3.2** Monthly Invoicing and Payments. Design Professional and their Subcontractors must submit Monthly Invoicing and Payment Reporting by the fifth (5th) day of the subsequent month.

**4.5.3.3** To view the City's online tutorials on how to utilize PRISM® for compliance reporting, please visit: <http://stage.prismscompliance.com/etc/vendortutorials.htm>  
Incomplete and/or delinquent reporting may cause payment delays, non-payment of invoice, or both. The Design Professional understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.

#### **4.6 Non-Discrimination Requirements.**

**4.6.1 Compliance with the City's Equal Opportunity Contracting Program.** The Design Professional shall comply with the City's Equal Opportunity Contracting Program Design Professional Requirements [Exhibit D]. The Design Professional shall not discriminate against any employee or applicant for employment on any basis prohibited by law. The Design Professional shall provide equal opportunity in all employment practices. The Design Professional shall ensure that its Subcontractors comply with the City's Equal Opportunity Contracting Program Design Professional Requirements. Nothing in this Section shall be interpreted to hold the Design Professional liable for any discriminatory practice of its Subcontractors.

**4.6.2 Non-Discrimination Ordinance.** The Design Professional shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of Subcontractors, vendors or suppliers. The Design Professional shall provide equal opportunity for Subcontractors to participate in subcontracting opportunities. The Design Professional understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. This language shall be in contracts between the Design Professional and any Subcontractors, vendors and suppliers.

**4.6.3 Compliance Investigations.** Upon the City's request, the Design Professional agrees to provide to the City, within sixty calendar days, a truthful and complete list of the names of all Subcontractors, vendors, and suppliers that the Design Professional has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Design Professional for each subcontract or supply contract. The Design Professional further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance (San Diego Municipal Code sections 22.3501-22.3517) The Design Professional understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Design Professional up to and including contract termination, debarment, and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Design Professional further understands and agrees that the procedures, remedies and sanctions



provided for in the Nondiscrimination Ordinance apply only to violations of said Nondiscrimination Ordinance.

**4.7 Drug-Free Workplace.** By signing this Agreement the Design Professional agrees that it is aware of, and hereby certifies that it agrees to comply with, the City's Drug-Free Workplace requirements set forth in Council Policy 100-17, adopted by San Diego Resolution R-277952 and incorporated into this Agreement by this reference. Council Policy 100-17 is available on line at <https://www.sandiego.gov/city-clerk/officialdocs>.

**4.7.1 Design Professional's Notice to Employees.** The Design Professional shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the work place, and specifying the actions that will be taken against employees for violations of the prohibition.

**4.7.2 Drug-Free Awareness Program.** The Design Professional shall establish a drug-free awareness program to inform employees about: (1) the dangers of drug abuse in the work place; (2) the policy of maintaining a drug-free work place; (3) available drug counseling, rehabilitation, and employee assistance programs; (4) the penalties that may be imposed upon employees for drug abuse violations.

**4.7.3 Posting the Statement.** In addition to Section 4.7.1 above, the Design Professional shall post the drug-free policy in a prominent place.

**4.7.4 Subcontractor's Agreements.** The Design Professional further certifies that each contract for Subcontractor Services for this Project shall contain language that binds the Subcontractor to comply with the provisions of Article IV, Section 4.7 of this Agreement, as required by Sections 2.A.(1) through (3) of Council Policy 100-17. Design Professionals and Subcontractors shall be individually responsible for their own drug-free work place program.

**4.8 Title 24/Americans with Disabilities Act Requirements.** Design Professional has sole responsibility for ensuring that all Project plans and other design services comply with all accessibility requirements under Title 24 of the California Code of Regulations, known as the California Building Code (Title 24), and under the Americans with Disabilities Act Accessibility Guidelines (ADAAG) in effect at the time the designs are submitted to the City for review. When a conflict exists between Title 24 and ADAAG, the most restrictive requirement shall be followed by Design Professional (i.e., that which provides the most access). Design Professional warrants and certifies that any and all plans and specifications prepared for the City in accordance with this agreement shall meet all requirements under Title 24 and ADAAG. Design Professional understands that while the City will be reviewing Design Professional's designs for compliance in specific and certain areas under Title 24 and ADAAG prior to acceptance of Design Professional's designs, Design Professional understands and agrees that the City's access review process and its acceptance of Design Professional's designs in no way limits the Design Professional's obligations under this agreement to prepare designs that comply with all requirements under Title 24 and ADAAG.

**4.9 Product Endorsement.** The Design Professional acknowledges and agrees to comply with the provisions of City of San Diego Administrative Regulation 95.65, concerning product endorsement. Any advertisement identifying or referring to the City as the user of a product or service requires the prior written approval of the City.

**4.10 Conflict of Interest.** The Design Professional is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and

procurement practices, including but not limited to California Government Code sections 1090, et seq. and 81000, et seq., and the City of San Diego Ethics Ordinance, codified in the San Diego Municipal Code at sections 27.3501 to 27.3595.

**4.10.1** If, in performing the Professional Services set forth in this Agreement, any member of the Design Professional's organization makes, or participates in, a "governmental decision" as described in Title 2, section 18704 of the California Code of Regulations, or performs the same or substantially all the same duties for the City that would otherwise be performed by a City employee holding a position specified in the department's conflict of interest code, the individual shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing the individual's relevant financial interests. The determination as to whether any individual members of the Design Professional's organization must make disclosures of relevant financial interests is set forth in the Determination Form [Exhibit E].

**4.10.1.1** If a determination is made that certain individuals must disclose relevant financial interests, the statements of economic interests shall be made on Fair Political Practices Commission Form 700 and filed with the City Clerk. The individual shall file a Form 700 (Assuming Office Statement) within thirty calendar days of the City's determination that the individuals are subject to a conflict of interest code. Each year thereafter, the individuals shall also file a Form 700 (Annual Statement) on or before April 1, disclosing any financial interests held during the previous calendar year for which the individual was subject to a conflict of interest code. A Form 700 (Leaving Office Statement) shall also be filed when the individual discontinues services under this Agreement.

**4.10.1.2** If the City requires an individual member of the Design Professional's organization to file a statement of economic interests as a result of the Professional Services performed, the individual shall be considered a "City Official" subject to the provisions of the City of San Diego Ethics Ordinance, including the prohibition against lobbying the City for one year following the termination of this Agreement.

**4.10.2** The Design Professional shall establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business, or other relationships.

**4.10.3** The Design Professional and its Subcontractors having subcontracts amounting to 1% or more of the value of the Professional Services agreed to under this Agreement are precluded from participating in design services on behalf of the contractor, construction management, and any other construction services related in any way to these Professional Services without the prior written consent of the City.

**4.10.4** The Design Professional's personnel employed on the Project shall not accept gratuities or any other favors from any Subcontractors or potential Subcontractors. The Design Professional shall not recommend or specify any product, supplier, or contractor with whom the Design Professional has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

**4.10.5** If the Design Professional violates any conflict of interest law or any of the provisions in this Section 4.10, the violation shall be grounds for immediate termination of this Agreement. Further, the violation subjects the Design Professional to liability to the City for attorneys' fees and all damages sustained as a result of the violation.

**4.11 Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the Professional Services provided under this Agreement, upon the City's request, the Design Professional, its agents, officers, and employees agree to assist in resolving the dispute or litigation. The Design Professional's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

**4.12 Compensation for Mandatory Assistance.** The City will compensate the Design Professional for fees incurred for providing Mandatory Assistance as Additional Services under Section 3.2. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of the Design Professional, its agents, officers, and employees, the Design Professional shall reimburse the City. The City is then entitled to reimbursement of all fees paid to the Design Professional, its agents, officers, and employees for Mandatory Assistance.

**4.13 Attorney Fees related to Mandatory Assistance.** In providing the City with dispute or litigation assistance, the Design Professional or its agents, officers, and employees may incur expenses and/or costs. The Design Professional agrees that any attorney fees it may incur as a result of assistance provided under Section 4.11 are not reimbursable. The Parties agree this provision does not in any way affect their rights to seek attorney fees under Article VIII, Section 8.8 of this Agreement.

**4.14 Energy Conservation Specifications.** Technological advances in energy conservation devices such as Lighting and Heating, Ventilation, and Air Conditioning (HVAC), enable additional energy savings over that required by the State of California's Energy Efficiency Standards (Title 24, Part 6 of the California Code of Regulations). The Design Professional shall model the energy performance of the building using an acceptable computer model such as Energy Pro, EQuest, DOE-2, Power DOE, HAP 3.22, etc. and present the summary data to the City at or prior to 100 percent design. This analysis should include life cycle cost analysis showing recovery of construction costs through operation and maintenance costs (e.g., electricity and gas savings.) The Design Professional shall prepare a cost savings matrix that lists each device being considered and one, three, five and ten-year Project savings. The comparison shall include, but not be limited to, the following equipment: Lighting, HVAC, Water Heating, and Motors.

The Design Professional shall contact the SDG&E New Construction Program at (858) 636-5725 or the San Diego Regional Energy Office at (619) 595-5634 to integrate them into the design process to ensure maximum energy performance and access to technical resources. Design Professional shall endeavor to obtain from SDG&E a UTIL-1 (Utility Incentive Worksheet) to estimate energy savings and incentives available based on the design team energy modeling.

**4.15 Notification of Increased Construction Cost.** If, at any time prior to the City's approval of the final plans and specifications, the Design Professional anticipates that the total construction cost will exceed the estimated construction budget, the Design Professional shall immediately notify the City in writing. This written notification shall include an itemized cost estimate and a list of recommended revisions which the Design Professional believes will bring the construction cost to within the estimated construction budget. The City may either: (1) approve an increase in the amount authorized for construction; or (2) delineate a project which may be constructed for the budget amount; or (3) any combination of (1) and (2).

**4.16 Sustainable Building Policy.** The Design Professional shall comply with City Council Policy 900-14 (Sustainable Building Policy) in the performance of the Scope of Services, including but not limited to the requirement that all new or significantly remodeled City facilities shall be designed and constructed to achieve at a minimum the Leadership in Energy and Environmental Design (LEED) “Silver” Level Certification.

**4.17 Design-Build Competition Eligibility.** Any architectural firms, engineering firms, Design Professionals, or individuals retained by the City to assist the City with developing criteria or preparing the preliminary design or the request for proposals for a Design-Build competition shall not be eligible to participate with any Design-Build Entity in that Design-Build competition. Additionally, the City may determine in its sole discretion that a Subcontractor hired to assist with a Design-Build competition, regardless of whether the Subcontractor was hired by the City or hired by an architectural firm, engineering firm, Design Professional, or individual retained by the City, has a competitive advantage and as such is ineligible to participate in that Design-Build competition.

**4.18 Storm Water Management Discharge Control.** Design Professional shall comply with Chapter 4, Article 3, Division 3 of the San Diego Municipal Code, Storm Water Management Discharge Control and the Municipal Storm Water Permit (MS4) Permit, California Regional Water Quality Control Board Order No. R9-2013-0001 (amended by R9-2015-0001 and R9-2015-0100), Storm Water Standards Manual, as amended from time to time, and any and all Best Management Practice (BMP) guidelines and pollution elimination requirements as may be established by the Enforcement Official. Design Professional warrants and certifies that any and all plans, reports, and specifications prepared for the City in accordance with this agreement shall meet all requirements of the San Diego Municipal Code and Storm Water Standards Manual. Design Professional understands that while the City will be reviewing Design Professional’s designs for storm water permit compliance prior to acceptance of Design Professional’s designs, Design Professional understands and agrees that the City’s Storm Water review process and its acceptance of Design Professional’s designs in no way limits the Design Professional’s obligations under this agreement to prepare designs that comply with all requirements of the San Diego Municipal Code and MS4 Permit.

The Design Professional shall review the completed Storm Water Applicability Checklist (DS-560) to confirm the project’s appropriate storm water requirements. For all applicable projects, and to the maximum extent practicable, the Design Professional shall incorporate and include Source Control and Low Impact Development (LID) design features or Site Design BMPs on the construction plans. In addition, for Priority Development projects, the Design Professional shall prepare a Storm Water Quality Management Plan in accordance with the requirements of the Storm Water Standards Manual and prepare a BMP plan showing all permanent BMPs, LID designs, hydromodification management plan facilities, and include sufficient details and cross sections for construction.

Design Professional shall attend the Pre-construction meeting. The Project Manager will coordinate with the Design Professional on the inspection of the permanent BMP(s) during installation. Design Professional shall inspect and confirm that the permanent BMP was installed in accordance with the details on the plans and that the permanent BMP functions to meet the requirements of the MS4 Permit. Upon notification by the Project Manager, the Design Professional shall sign and stamp the Permanent BMP Self Certification on the plans or the Permanent BMP Self Certification Form (DS-563) prior to final acceptance by the City.

For projects requiring soil-disturbance work such as geotechnical borings, street coring and potholing as component of the design, the Design Professional shall complete a Minor Water Pollution Control Plan (DS-570), if applicable.

**4.19 ADA Certification.** By signing this Agreement the Design Professional agrees that it is aware of, and hereby certifies that it agrees to comply with, the City's Americans With Disabilities Act Compliance/City Contracts requirements set forth in Council Policy 100-04, adopted by San Diego Resolution R-282153 and incorporated into this Agreement by this reference. Council Policy 100-04 is available at <https://www.sandiego.gov/city-clerk/officialdocs>.

**4.20 Prevailing Wage Rates.** Prevailing wage rates apply to this Agreement.

Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Agreement is subject to State prevailing wage laws. For construction work performed under this Agreement cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Agreement cumulatively exceeding \$15,000, the Design Professional and its subconsultants shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.

**4.20.1 Compliance with Prevailing Wage Requirements.** Pursuant to sections 1720 through 1861 of the California Labor Code, the Design Professional and its subconsultants shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

**4.20.1.1** Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. The Design Professional and its subconsultants shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

**4.20.1.2** The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Agreement. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Agreement.

**4.20.2 Penalties for Violations.** Design Professional and its subconsultants shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.

**4.20.3 Payroll Records.** Design Professional and its subconsultants shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Design Professional shall require its subconsultants to also comply with section 1776. Design Professional and its subconsultants shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Design Professional is responsible for ensuring its subconsultants submit certified payroll records to the City.

**4.20.3.1** In addition to the requirements in 4.20.3, the Design Professional and its subconsultants shall also furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.

**4.20.4 Apprentices.** Design Professional and its subconsultants shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Design Professional shall be held responsible for the compliance of their subconsultants with sections 1777.5, 1777.6 and 1777.7.

**4.20.5 Working Hours.** Design Professional and its subconsultants shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight (8) hours a day and forty (40) hours a week, unless all hours worked in excess of eight (8) hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than eight (8) hours per day and forty (40) hours per week in violation of California Labor Code sections 1810 through 1815.

**4.20.6 Required Provisions for Subcontracts.** Design Professional shall include at a minimum a copy of the following provisions in any contract they enter into with a subconsultant: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

**4.20.7 Labor Code Section 1861 Certification.** Design Professional in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Agreement, Design Professional certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement."

**4.20.8 Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred.

**4.20.9 Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. A Design Professional or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or

20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

**4.20.9.1** A Design Professional's inadvertent error in listing a subconsultant who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a protest or grounds for considering the bid or proposal non-responsive provided that any of the following apply: (1) the subconsultant is registered prior to proposal due date; (2) within twenty-four hours after the proposal due date, the subconsultant is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subconsultant is replaced by another registered subconsultant pursuant to Public Contract Code section 4107.

**4.20.9.2** By submitting a bid or proposal to the City, Design Professional is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Design Professional shall provide proof of registration for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.

**4.20.10 Stop Order.** For Design Professional or its subcontractor(s) engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered Design Professional or unregistered subcontractor(s) on ALL public works until the unregistered Design Professional or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.

**4.20.11 List of all Subcontractors.** The Design Professional shall provide a complete list of subcontractors (regardless of tier) utilized on this Agreement, along with their DIR registration numbers, if applicable, prior to any work being performed on this Agreement, and Design Professional shall provide a complete list of subcontractors, regardless of tier, with each invoice. Additionally, Design Professional shall provide the City with a complete list of all subcontractors utilized on this Agreement, regardless of tier, within ten working days of the completion of the Agreement, along with their DIR registration numbers, if applicable. The City shall withhold final payment to Design Professional until at least thirty (30) days after this information is provided to the City.

**4.20.12 Exemptions for Small Projects.** There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Design Professional shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

**4.20.12.1 Registration.** The Design Professional will not be required to register with the DIR for small projects. (Labor Code section 1771.1).

**4.20.12.2 Certified Payroll Records.** The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Design Professional will need to keep those records for at least three years following the completion of the Agreement. (Labor Code section 1771.4).

**4.20.12.3 List of all Subcontractors.** The Design Professional shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 4.20.11 above. (Labor Code section 1773.3).

**ARTICLE V  
RESERVED**

## **ARTICLE VI INDEMNIFICATION**

**6.1 Indemnification.** Other than in the performance of design professional services which shall be solely as addressed in Section 6.2 below, to the fullest extent permitted by law, Design Professional shall defend (with legal counsel reasonably acceptable to the City), indemnify and hold harmless the City and its officers, agents, departments, officials, and employees [Indemnified Parties] from and against all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Design Professional or its Subcontractors), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any services performed under this Agreement by the Design Professional, any Subcontractor, anyone directly or indirectly employed by them, or anyone that they control. The Design Professional's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the active negligence, sole negligence or sole willful misconduct of the Indemnified Parties.

### **6.2 Design Professional Services Indemnification and Defense.**

**6.2.1 Design Professional Services Indemnification.** To the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782.8), with respect to the performance of design professional services, Design Professional shall indemnify and hold harmless the City, its officers, or employees, from all claims, demands or liability that arise out of, pertain to or relate to the negligence, recklessness, or willful misconduct of Design Professional or Design Professional's officers or employees.

**6.2.2 Design Professional Services Defense.** Parties will work in good faith to procure applicable insurance coverage for the cost of any defense arising from all claims, demands or liability that arise out of, pertain to or relate to the negligence, recklessness, or willful misconduct of Design Professional or Design Professional's officers or employees.

**6.3 Insurance.** The provisions of this Article are not limited by the requirements of Section 4.3 related to insurance.

**6.4 Enforcement Costs.** The Design Professional agrees to pay any and all costs the City incurs enforcing the indemnity and defense provisions set forth in this Article.

## **ARTICLE VII MEDIATION**

**7.1 Mandatory Non-binding Mediation.** With the exception of Sections 2.5-2.7 of this Agreement, if a dispute arises out of, or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, prior to the initiation of any litigation, the Parties agree to attempt to settle the dispute in an amicable manner, using mandatory mediation under the Construction Industry Mediation Rules of the American Arbitration Association (AAA) or any other neutral organization agreed upon before having recourse in a court of law.

**7.2 Mandatory Mediation Costs.** The expenses of witnesses for either side shall be paid by the Party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator [Mediator], and the cost of any proofs



or expert advice produced at the direct request of the Mediator, shall be borne equally by the Parties, unless they agree otherwise.

**7.3 Selection of Mediator.** A single Mediator that is acceptable to both Parties shall be used to mediate the dispute. The Mediator will be knowledgeable in construction aspects and may be selected from lists furnished by the AAA or any other agreed upon Mediator. To initiate mediation, the initiating Party shall serve a Request for Mediation on the opposing Party. If the Mediator is selected from a list provided by AAA, the initiating Party shall concurrently file with AAA a “Request for Mediation” along with the appropriate fees, a list of three requested Mediators marked in preference order, and a preference for available dates.

**7.3.1** If AAA is selected to coordinate the mediation, within ten working days from the receipt of the initiating Party's Request for Mediation, the opposing Party shall file the following: a list of preferred Mediators listed in preference order after striking any Mediators to which they have any factual objection, and a preference for available dates. If the opposing Party strikes all of initiating Party's preferred Mediators, opposing Party shall submit a list of three preferred Mediators listed in preference order to initiating Party and Administrator. Initiating Party shall file a list of preferred Mediators listed in preference order, after striking any Mediator to which they have any factual objection. This process shall continue until both sides have agreed upon a Mediator.

**7.3.2** The Administrator will appoint or the Parties shall agree upon the highest, mutually preferred Mediator from the individual Parties' lists who is available to serve within the designated time frame.

**7.3.3** If the Parties agree not to use AAA, then a Mediator, date and place for the mediation shall be mutually agreed upon.

**7.4 Conduct of Mediation Sessions.** Mediation hearings will be conducted in an informal manner and discovery will not be allowed. All discussions, statements, or admissions will be confidential to the Party's legal position. The Parties may agree to exchange any information they deem necessary.

**7.4.1** Both Parties must have an authorized representative attend the mediation. Each representative must have the authority to recommend entering into a settlement. Either Party may have attorney(s) or expert(s) present. Upon reasonable demand, either Party may request and receive a list of witnesses and notification whether attorney(s) will be present.

**7.4.2** Any agreements resulting from mediation shall be documented in writing. All mediation results and documentation, by themselves, shall be “non-binding” and inadmissible for any purpose in any legal proceeding, unless such admission is otherwise agreed upon, in writing, by both Parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.

## **ARTICLE VIII INTELLECTUAL PROPERTY RIGHTS**

**8.1 Work For Hire.** All original designs, plans, specifications, reports, documentation, and other informational materials, whether written or readable by machine, originated or prepared exclusively for the City pursuant to this Agreement (Deliverable Materials) is “work for hire” under the United States Copyright law and shall become the sole property of the City and shall be delivered to the City upon request. The Design

Professional, including its employees, and independent Subcontractor(s), shall not assert any common law or statutory patent, copyright, trademark, or any other intellectual proprietary right to the City to the Deliverable Materials.

**8.2. Rights in Data.** All rights including, but not limited to publication(s), registration of copyright(s), and trademark(s) in the Deliverable Materials, developed by the Design Professional, including its employees, agents, talent and independent Subcontractors pursuant to this Agreement are the sole property of the City. The Design Professional, including its employees, agents, talent, and independent Subcontractor(s), may not use any such Deliverable Materials mentioned in this article for purposes unrelated to Design Professional's work on behalf of the City without prior written consent of the City.

**8.3 Intellectual Property Rights Assignment.** Design Professional, its employees, agents, talent, and independent Subcontractor(s) agree to promptly execute and deliver, upon request by City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials; and cooperate and assist in the prosecution of any action or opposition proceeding involving said rights and any adjudication of the same.

**8.4 Moral Rights.** Design Professional, its employees, agents, talent, and independent Subcontractor(s) hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Deliverable Materials which Design Professional, its employees, agents, talent, and independent Subcontractor(s), may now have or which may accrue to Design Professional, its employees, agents, talent, and independent Subcontractor(s)' benefit under U.S. or foreign copyright laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. The term "Moral Rights" shall mean any and all rights of paternity or integrity in or to the Deliverable Materials and the right to object to any modification, translation or use of said content, and any similar rights existing under judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

**8.5 Subcontracting.** In the event that Design Professional utilizes a Subcontractor(s) for any portion of the Work that is in whole or in part of the specified Deliverable Materials to the City, the agreement between Design Professional and the Subcontractor [Subcontractor Agreement] shall include a statement that identifies that the Deliverable Materials/Work product as a "work-for hire" as defined in the Act and that all intellectual property rights in the Deliverable Materials/Work product, whether arising in copyright, trademark, service mark or other belongs to and shall vest solely with the City. Further, the Subcontractor Agreement shall require that the Subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to the City, all titles, rights and interests in and to said Work/Deliverable Materials, including all copyrights and other intellectual property rights. City shall have the right to review any Subcontractor agreement for compliance with this provision.

**8.6 Publication Design.** Design Professional may not publish or reproduce any Deliverable Materials, for purposes unrelated to Design Professional's work on behalf of the City without prior written consent of the City.

**8.7 Intellectual Property Warranty and Indemnification.** Design Professional represents and warrants that any materials or deliverables, including all Deliverable

Materials, provided under this contract are either original, not encumbered and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Design Professional to produce, at Design Professional's own expense, new non-infringing materials, deliverables or Works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Design Professional further agrees to indemnify and hold harmless the City, its elected officials, officers, employees and agents from and against any and all claims, actions, costs, judgments or damages of any type alleging or threatening that any materials, deliverables, supplies, equipment, services, Deliverable Materials, or Works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claims of Infringement). If a Third Party Claim of Infringement is threatened or made before Design Professional receives payment under this contract, City shall be entitled, upon written notice to Design Professional, to withhold some or all of such payment.

**8.8 Enforcement Costs.** The Design Professional agrees to pay any and all costs the City incurs enforcing the indemnity and defense provisions set forth in Article 8, including but not limited to, attorneys' fees.

## **ARTICLE IX MISCELLANEOUS**

**9.1 Notices.** In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to the City shall be addressed to: Engineering & Capital Projects Department, c/o Shawn Krause, 525 B Street, Suite 750, MS908A, San Diego, CA 92101, and notice to the Design Professional shall be addressed to: Blue Lake Civil, Tim Monroe, 5480 Baltimore Drive, Suite 215, La Mesa, CA, 91942, Tim.Monroe@BlueLakeCivil.com.

**9.2 Headings.** All article headings are for convenience only and shall not affect the interpretation of this Agreement.

**9.3 Non-Assignment.** The Design Professional shall not assign the obligations under this Agreement, whether by express assignment or by sale of the company, nor any monies due or to become due, without the City's prior written approval. Any assignment in violation of this paragraph shall constitute a Default and is grounds for immediate termination of this Agreement, at the sole discretion of the City. In no event shall any putative assignment create a contractual relationship between the City and any putative assignee.

**9.4 Independent Contractors.** The Design Professional and any Subcontractors employed by the Design Professional shall be independent contractors and not agents of the City. Any provisions of this Agreement that may appear to give the City any right to direct the Design Professional concerning the details of performing the Professional Services, or to exercise any control over such performance, shall mean only that the Design Professional shall follow the direction of the City concerning the end results of the performance.

**9.5 Design Professional and Subcontractor Principals for Professional Services.** It is understood that this Agreement is for unique Professional Services. Retention of the Design Professional's Professional Services is based on the particular professional expertise

of the following members of the Design Professional's organization: Maggie Witt, P.E, and Tim Monroe, P.E. [Project Team]. Accordingly, performance of Professional Services under this Agreement may not be delegated to other members of the Design Professional's organization or to Subcontractors without the prior written consent of the City. It is mutually agreed that the members of the Project Team are the principal persons responsible for delivery of all Professional Services and may not be removed from the Project Team without the City's prior written approval. Removal of any member of the Project Team without notice and approval by the City may be considered a default of the terms and conditions of this Agreement by the Design Professional. In the event any member of the Project Team becomes unavailable for any reason, the City must be consulted as to any replacement. If the City does not approve of a proposed replacement, the City may terminate this Agreement pursuant to section 2.6 of this Agreement. Further, the City reserves the right, after consultation with the Design Professional, to require any of the Design Professional's employees or agents to be removed from performance of the Scope of Services.

**9.6 Additional Design Professionals or Contractors.** The City reserves the right to employ, at its own expense, such additional Design Professionals or contractors as the City deems necessary to perform work or to provide the Professional Services on the Project.

**9.7 Employment of City Staff.** This Agreement may be unilaterally and immediately terminated by the City, at its sole discretion, if the Design Professional employs an individual who, within the last twelve months immediately preceding such employment did, in the individual's capacity as an officer or employee of the City, participate in, negotiate with, or otherwise have an influence on the recommendation made to the City Council or Mayor in connection with the selection of the Design Professional.

**9.8 Covenants and Conditions.** All provisions of this Agreement, expressed as either covenants or conditions on the part of the City or the Design Professional, shall be deemed to be both covenants and conditions.

**9.9 Compliance with Controlling Law.** The Design Professional shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this Agreement, including California Labor Code section 1720 relating to the payment of prevailing wages during the design and preconstruction phases of a project, including inspection and land surveying work. In addition, the Design Professional shall comply immediately with all directives issued by the City or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

**9.10 Jurisdiction.** The jurisdiction and applicable laws for any suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any related disputes shall be in accordance with the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

**9.11 Successors in Interest.** This Agreement and all rights and obligations created by this Agreement shall be in force and effect whether or not any Parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any Party's successor in interest.

**9.12 Integration.** This Agreement and the Exhibits and references incorporated into this Agreement fully express all understandings of the Parties concerning the matters covered in this Agreement. No change, alteration, amendment, or modification of the terms or conditions of this Agreement, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in

writing by both Parties. All prior negotiations and agreements are merged into this Agreement.

**9.13 Counterparts.** This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.

**9.14 No Waiver.** No failure of either the City or the Design Professional to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

**9.15 Severability.** The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any other provision of this Agreement unenforceable, invalid, or illegal.

**9.16 Municipal Powers.** Nothing contained in this Agreement shall be construed as a limitation upon the powers of the City as a chartered city of the State of California.

**9.17 Drafting Ambiguities.** The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.

**9.18 Conflicts Between Terms.** If an apparent conflict or inconsistency exists between the main body of this Agreement and the Exhibits, the main body of this Agreement shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this Agreement, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this Agreement, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.

**9.19 Design Professional Evaluation.** City will evaluate Design Professional's performance of Professional Services on the Project using the Consultant Evaluation Form [Exhibit F].

**9.20 Exhibits Incorporated.** All Exhibits referenced in this Agreement are incorporated into the Agreement by this reference.

**9.21 Survival of Obligations.** All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, shall survive, completion and acceptance of the Professional Services and termination or completion of the Agreement.

**9.22 Contractor Standards.** This Agreement is subject to the Contractor Standards clause of the Municipal Code Chapter 2, Article 2, Division 30 adopted by Ordinance No. O-20316. All consultants are required to complete the Contractor Standards Pledge of Compliance included herein as Exhibit G.

**9.23 Equal Benefits Ordinance.** Unless an exception applies, Design Professional shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (§22.4304(f)). Failure to maintain equal benefits is a material breach of this Agreement. By signing this Agreement, Design Professional certifies that Design Professional is aware of, and will comply with, this City-mandated clause throughout the duration of the Agreement.

**9.24 Public Records.** By Signing this Agreement the Design Professional agrees that it is aware that the contents of this Agreement and any documents pertaining to the performance of the Agreement requirements/Scope of Services resulting from this Agreement are public records, and therefore subject to disclosure unless a specific exemption in the California Public Records Act applies.

If the Design Professional submits information **clearly marked** confidential or proprietary, the City of San Diego (City) may protect such information and treat it with confidentiality only to the extent permitted by law. However, it will be the **responsibility of the Design Professional** to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the California Public Records Act, should the City choose to withhold such information.

General references to sections of the California Public Records Act will not suffice. Rather, the Design Professional must provide a **specific and detailed legal basis, including applicable case law that clearly establishes** the requested information is exempt from the disclosure requirements of the California Public Records Act.

If the Design Professional does not provide a specific and detailed legal basis for withholding the requested information within a time specified by the City, the City will release the information as required by the California Public Records Act and the **Design Professional will hold the City harmless** for release of this information.

It will be the **Design Professional's obligation to defend**, at Design Professional's expense, any legal actions or challenges seeking to obtain from the City any information requested under the California Public Records Act withheld by the City at the Design Professional's request. Furthermore, the Design Professional shall **indemnify** the City and **hold it harmless** for any claim or liability, and **defend any action** brought against the City, resulting from the City's refusal to release information requested under the Public Records Act withheld at Design Professional's request.

Nothing in this Agreement creates any obligation for the City to notify the Design Professional or obtain the Design Professional's approval or consent before releasing information subject to disclosure under the California Public Records Act.

**9.25 Equal Pay Ordinance.** Unless an exception applies, Design Professional shall comply with the Equal Pay Ordinance (EPO) codified in the San Diego Municipal Code (SDMC) at section 22.4801 through 22.4809. Design Professional shall require all of its subconsultants to certify compliance with the EPO in their written subcontracts. Design Professional must post a notice informing its employees of their rights under the EPO in their workplace or job site. By signing this Agreement with the City of San Diego, Design Professional acknowledges the EPO requirements and pledges ongoing compliance with the requirements of SDMC Division 48, section 22.4801 et seq., throughout the duration of this Agreement.

*The remainder of this page has been intentionally left blank.*

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor, pursuant to Ordinance Number 0-21363, authorizing such execution, and by the Design Professional pursuant to Blue Lake Civil's signature authority document.

I HEREBY CERTIFY I can legally bind Blue Lake Civil and that I have read all of this Agreement, this 03 day of MARCH, 2021.

By Margaret H. Witt  
Margaret H. Witt, P.E.  
President

Dated this 24th day of January, 2022.

THE CITY OF SAN DIEGO  
Mayor or Designee

By: Frank A. Romero  
Frank A. Romero  
Acting Principal Contract Specialist  
Purchasing & Contracting Department

I HEREBY APPROVE the form of the foregoing Agreement this 25 day of JANUARY, 2022

MARA W. ELLIOTT, City Attorney

By [Signature]  
Adam Wander  
Deputy City Attorney

**DESIGN PROFESSIONAL AGREEMENT**  
**EXHIBITS**



## Scope of Services

AC Water & Sewer Group 1033 is part of the City of San Diego's program to replace aging and deteriorating water and sewer mains currently in service. Based on the City's Planning Package, this project included the replacement of approximately 21,270 LF of water and 12,900 LF of sewer pipeline improvements. Additionally, the original project included replacements of two existing Pressure Regulating Stations (PRS) with SCADA and included six pipeline segments that required trenchless technology, where they cross under trolley tracks. In addition, a sewer main is being replaced that is suspended from the Broadway Pier (Ferry Terminal) and sewer mains are being replaced near the Portside Pier. Water mains being replaced at the First Ave bridge are within Caltrans ROW.

Prior to the Request for Proposals (RFP) for design services, the City added an additional PRS (with SCADA) to be replaced. This PRS is located on Switzer St, within the Port's Tidelands. Prior to Scope Development, the City added a 10" CI water pipeline (approx. 300') replacement on Kettner at the G St intersection, which connects to a 16" water pipeline located under the trolley tracks, as well as a 16" water pipeline connecting to the new Switzer PRS which goes underneath the tracks and a 13'x5' box culvert.

During scope development, it was determined that the following assumptions should be made by Blue Lake Civil with concurrence by the City:

- The sewer located on Union St and C Ave could be redirected to eliminate crossing the trolley tracks.
- The sewer located on Kettner and G St could be redirected to eliminate crossing the trolley tracks.
- According to as-builts, the water connection at Kettner/G St is located outside of MTS ROW which eliminates work under the trolley tracks.
- The two original PRS from the City's Planning package will be abandoned as part of Group 1033.
- The PRS and pipelines located between the tracks near Switzer St will be removed from Group 1033.

All intersections affected by this pipeline project will require ADA upgrades to out-of-compliance curb ramps, street crossings, and parking requirements. However due to uncertainty in the standards and lack of a current ADA Analysis this scope was limited as identified below. The proposed scope is within the University Heights 390 and Principal Downtown 231 hydraulic grade line (HGL), pressure zone supplied water from University Heights Reservoir and pressure regulating stations, and is located in Council District 3, within Downtown and Uptown communities. In addition, this project is located within City, Caltrans, Metropolitan Transit System (MTS), and Port Authority jurisdictions, which will require encroachment permits, engineering approvals or special permission to access by these agencies.

### **Assumptions:**

1. With the exception of supplemental survey provided for special design of ADA ramps, utility pothole and geophysical surveys, Design Professional will rely on and utilize the City provided survey and base maps.
2. Design Professional will utilize the 30% Sewer Plans developed by the City.
3. Sewer and Water Hydraulic Modeling Data provided by City will be relied upon.
4. Construction Traffic Control Drawings will be completed and provided by the City without delay to the project. The City will develop construction impact mapping for use in developing the Traffic Control Drawings
5. All ROW coordination, mapping and acquisition, if necessary, will be provided by the City.

6. Agency coordination will be provided by the City, including MTS/BNSF coordination and permitting, Caltrans Permitting, Port of San Diego Coordination, San Diego Airport Authority Coordination, and private property coordination. Design Professional will provide support for these activities indicated in each subtask below.

### **Scope of Work:**

This Scope of Services defines the extent of the Blue Lake Civil's (Design Professional) engineering services needed for the design of the AC Water & Sewer Group 1033 Project. The scope of services shall consist of, but not limited to the preparation of PS&E for Group 1033 as well as services during bid, award and construction.

### **Task 1 – Project Management**

Blue Lake Civil will provide project management support to the City in the execution of the Project's Preliminary Engineering and Design Phase. These services will include attendance at meetings as requested by the City, monitoring and maintenance of the Project schedule and budget, contract administration, and quality assurance and quality control of construction and contract documents.

#### Task 1.1 Project Management and Management Plan

Design Professional will provide overall project management with the preparation of a detailed Project Management Plan (PMP) which clearly outlines roles and responsibilities for the entire project team, our approach for managing the work, lines of communication, stakeholder coordination, QA/QC plan, detailed schedule and budget.

*Deliverable: Project Management Plan*

#### Task 1.2 City Meetings and Consultant Coordination

Design Professional and its subconsultants will attend the meetings as noted below and will prepare agendas and minutes as required, distribute to attendees and others designated by the City's Project Manager, and ensure that all Project team action items are addressed. Preliminary Studies through Final Design assumed to be 18 months.

- Attend Kick-off Meeting — Project Manager and Project Engineer will attend a Project Kick-off meeting and present the Project schedule.
- Monthly Progress Meetings — Project Manager, Project Engineer and select sub-consultants will attend and lead 36 bi-weekly progress meetings during the Preliminary Design through the Design Phase.
- Meetings with City Departments — Project Manager and Project Engineer will attend and lead 8 separate meetings (1 at each submittal) with other City Departments (PUD Planning and Water Operations) 1 meeting with City Forces to coordinate Project goals and review the design.
- Design Professional will conduct design team meetings and provide coordination and communication with its subconsultants for various Project elements, activities, and tasks, and will monitor the progress in relation to the Project schedule and budget.
- Community Meetings – The Project Manager will attend up to four community group meetings. Design Professional scope will include preparation of graphics for the City's presentation and attendance at the meetings.

**Task 1.3 Prepare/Update Project Schedule & Budget**

Design Professional will develop, monitor, and maintain the Project schedule, which includes Project tasks, task interrelationships, milestones, and intermediate and final project deliverables. The Project Manager will provide updates at each monthly progress meeting. The Project Manager will also prepare a monthly progress report (to be attached to the monthly invoice) that will include, but not limited to, budget and schedule progress and critical path tracking, problems encountered, out of scope items and status, Design Professional action items, City action items, budget information, percentage of individual task completion.

*Deliverables: Baseline schedule, Monthly progress report*

**Task 1.4 Quality Management (QA/QC oversight)**

Design Professional's subconsultant, Rick Engineering Company (Rick) will incorporate QA/QC procedures into the review of all construction documents at each milestone of the Project. This task includes approximately 150 plan sheets at the 30% Design submittal phase and approximately 230 plan sheets at the 60%, 100%, and Final Design Submittal phases.

*Deliverables: Review checklists, Responses to review comments at 30%, 60%, 100% and Final*

**Task 1.5 Risk Register**

Design Professional will prepare a risk register with input from the design team, City staff and appropriate stakeholders. Design Professional will identify project risks, prioritize risks (high-medium-low), assess probability of occurrence and impact on project cost and schedule, develop mitigation techniques (eliminate, manage, develop solutions), assign actions and the responsible party, then track, mitigate and close risks as the project progresses.

*Deliverable: Risk Register Table*

**Task 2 – Permitting and Coordination**

**Task 2.1 Caltrans Encroachment**

Design Professional will provide minor support to the City in obtaining the Caltrans Encroachment Permit. The City will obtain an encroachment permit for water main connections to the overpass at I-5 and 1<sup>st</sup> Ave. The City will complete the permit application, conduct coordination, and management throughout the process. Design Professional has included 6 hours of effort to support the City.

**Task 2.2 MTS/BNSF Encroachment Permit**

The City will coordinate the Metropolitan Transit System (MTS) and Burlington Northern Santa Fe (BNSF) encroachment permits required for utility work within the MTS/BNSF right of way. The contractor will ultimately obtain the permits. The City will prepare the permit application and corresponding supporting materials. Permit conditions will be included in the project specifications and design comments will be incorporated in the bid documents. The City will coordinate special requirements for the abandonment and reconnection of the sewer manhole between the tracks at C Street and Union Street if needed. Design Professional has included 9 hours of effort to support the City.

**Task 2.3 Port of San Diego Coordination**

The City will coordinate with the Port of San Diego for approval to construct within tidelands, it is anticipated that the permit will be either an encroachment permit or a Temporary Use and Occupancy Permit (TUOP) for construction. An encroachment permit will be necessary for site investigations as well, the City will coordinate necessary approvals for site investigations on tidelands. A component of the work within tidelands is the new sewer main under a portion of the Broadway pier. No regulatory permits are anticipated or included (Army Corps of Engineers or additional Coastal Development permits).

Design Professional will prepare for, attend and provide meeting minutes for up to two (2) project coordination meetings with the Port of San Diego, including tracking/managing resolution to action items. The purpose of the meetings will be to present conceptual and final layouts of the proposed pipeline and obtain approval from the Port, as well as construction requirements and restrictions for inclusion in the SSPs. Design Professional has included 6 hours of effort to support the City.

The City will coordinate with the Port for as-built research for the Broadway Pier areas.

#### Task 2.4 Coastal Development Permit Exemption

The City will complete the coastal development permit exemption application. Design Professional will provide supporting information to City project management staff. It is anticipated that the City will process and coordinate the application to obtain an exemption. 4 hours of effort have been included in the task.

#### Task 2.5 CEQA Documentation

Design Professional's subconsultant HELIX will provide the following scope which is anticipated to obtain the needed environmental approval.

HELIX is assuming that the proposed project would require an Addendum to the Citywide Master Pipeline Mitigated Negative Declaration (MND). Should the City determine that additional processing pursuant to the California Environmental Quality Act (CEQA) is necessary, an amendment to this scope of work would be required.

Based on initial review of the project, it is possible that excavation in an undisturbed high sensitivity formation may equal or exceed a depth of ten feet and exceed an excavation quantity of 1,000 cubic yards. Therefore, the project would be required to include paleontological monitoring in accordance with City Municipal Code Section 142.0151. If a geotechnical report and/or water quality reports are required, it is assumed to be provided to HELIX by the project engineer. Based on initial review of the project locations, the project would not be located within Environmentally Sensitive Lands as defined by the City.

Based on prior environmental documentation for similar projects, it is assumed that a noise study and historic sidewalk stamp survey would not be required as part of the Addendum; however, these items have been included as optional tasks if needed.

##### 2.5.1 Cultural Resources Analysis

The project is located in an area of high cultural resource sensitivity with a number of historic archaeological sites present, many of them encountered during construction monitoring for development projects, utilities undergrounding, and sewer and water projects. Based on this, HELIX proposes to review existing cultural resource information, including historic context reports for relevant community plans and other relevant reports on file at HELIX or accessible online, and to request a Sacred Lands File search from the Native American Heritage

Commission. No tribal outreach is proposed. Due to the developed setting of the project area and the replace-in-place nature of much of the project, a pedestrian survey is not proposed. The scope for the cultural resources study includes preparation of a technical report summarizing the results of the background research, literature review, and Sacred Lands File search, and providing recommended mitigation measures for cultural resources.

**2.5.2 Project Coordination and Addendum to the IS/MND Support**

Project coordination will consist of formal and informal communication with the project team and City staff. Communication will take the form of telephone conversations and e-mail. As part of this subtask, HELIX provide support on the preparation of the Addendum to the Citywide Master Pipeline MND and corresponding mitigation monitoring and reporting program (MMRP) to satisfy CEQA requirements for the proposed project. For cost estimating purposes, it is assumed that project coordination will require 4 hours of the HELIX Principal Planner's time and 16 hours of the HELIX Project Manager's time.

**2.5.3 Historic Sidewalk Stamp Inventory**

If requested by Client, HELIX will prepare a Historic Sidewalk Stamp Inventory prepared by a qualified historic archaeologist prior to the Pre-Construction meeting. The Inventory will include photo documentation of all existing sidewalk stamps within the project area keyed to a project site plan.

**ASSUMPTIONS AND ADDITIONAL LIMITATIONS ON SCOPE OF SERVICES**

- HELIX will be provided with current available digital baseline data and project plans for producing all maps and graphics, which should be submitted in one of the following formats: .dxf, .dwg (AutoCAD), .dgn (Microstation), .shp (ArcView shapefiles), .gdb (ArcGIS geodatabase) or .kmz (Google Earth). In some cases, .pdf files will be acceptable.
- HELIX will be provided with requested information regarding the project description and the project site as needed to support the environmental analysis.
- Once preparation of the technical analysis has commenced, no changes to the project design will occur such that substantive revisions to the analysis will be required.
- Technical reports or analysis other than those identified in the above HELIX scope of services, if required by the City to complete the environmental analysis, will be provided by others. Technical studies provided to HELIX will include analysis in a sufficient level of detail to support the environmental analysis and compliance with City guidelines.

**Task 2.6 San Diego Airport Authority Coordination (Not in Scope)**

**Task 2.7 Private Property/Private Development Coordination**

Design Professional will provide support to the City in coordination efforts with the private properties whose water/sewer laterals and fire services are connected to the mains being replaced under the rail/trolley tracks and/or run under the tracks themselves. The goal is to identify the 'live' services and locate them for potential replumbs out from under the tracks. Design Professional has included 20 hours of effort to support the City's coordination.

Task 2.8 Permitting for Trenchless Activities (Not in Scope)

Any tunnel 30-inches and larger will require an Underground Classification from CalOSHA. Each tunnel will require a separate tunnel classification. Tunnel classifications are provided following completion of the 100% design and before final design and at the City's (project owner) written request. This allows incorporation of the Tunnel Classification into the bid documents. The City will prepare the letters to CalOSHA requesting tunnel classification.

Task 2.9 Traffic Control Coordination

The City will develop approved traffic control plans; however, Design Professional will verify complete coverage and identify construction impact areas of the work. Design Professional has included 6 hours of effort to support the City's traffic control plan development.

**Task 3 – Preliminary Studies**

Task 3.1 Value Engineering Workshop

Design Professional will coordinate a value engineering workshop with City Project Management, Operations and key design staff to identify and evaluate value engineering proposals. Design Professional will prepare exhibits and conduct the workshop. Results of the workshop will be incorporated into the Basis of Design Report.

Task 3.2 Research and Field Verification

Under this task, the team will collect available information and data required to mobilize and conduct pre-design activities, research wet and dry utilities along the alignment of Group 1033 as well as research the logistics of shutdowns.

3.2.1 Wet & Dry As-builts Research & Field Verification

Design Professional will review the wet utility (Sewer, Storm, Water) as-builts, City Sewer and Water Field Books (to determine size and type of service connections) and Franchise Utilities and will perform field walks to confirm the accuracy and completeness of the as-built reference drawings as well as the Microstation base files provided by the City Survey Department and City Designers who provided the 30% Base Map. Design Professional will also verify the visible surface features shown in the MicroStation file provided by the City Survey Department, including signal poles, street lights, signs, sidewalks, curb ramps, and property addresses.

The City has provided Design Professional approximately 60 as-built reference drawings and several (4-5) private (dry) underground drawings. Based on review of Predesign Maps and City GIS, Design Professional estimates that we will need 130 sewer as-builts, 110 water as-builts and 75 storm drain drawings. The City will provide the drawings available from this list of water, sewer and storm drain as-builts in PDF format.

Design Professional will also send out letters to other private franchise utility companies in the area requesting mapping of their facilities and incorporate the received information into the Base Map.

3.2.2 Limited Review Available Televising/Inspection Records

Design Professional will conduct records research for sewer televising records, and inspection reports to locate laterals or data necessary for the purpose of trenchless and rehabilitation design.

3.2.3 Complete Base Mapping

Upon their research and field verification Design Professional will then compile the Microstation utility base files with the City's Survey Microstation file into an overall Microstation base file for the Project and will incorporate known vertical elevation information at potential utility crossings. This Microstation base file will be used to determine the design/alignments of the proposed water and sewer pipelines discussed in the Basis of Design Report (BODR) and lay out the remainder of the sheets for the preparation of the Project's plan and profile construction drawings.

3.2.4 Identify Right of Way Needs

Design Professional will evaluate right of way needs early in the design to allow time for any acquisition needed. Permanent and temporary construction easements will be identified and provided to the City's project management team. Right of Way and easement acquisition will be performed by the City.

Task 3.3 Geotechnical Investigation

The Geotechnical Investigation will be conducted by Design Professional's subconsultant, Kleinfelder. The purpose of our work will be to perform a geotechnical investigation to characterize subsurface conditions at the selected sites and provide recommendations to support of project design and construction. The investigation and report will be in accordance with the City of San Diego Guidelines. The Environmental soil sampling and testing will be performed concurrent with the geotechnical sampling to profile soils for excavation and disposal during construction. Groundwater sampling and testing will be performed to provide information to support permitting for temporary dewatering and design of dewatering by others.

Based on our current understanding of the site conditions, the proposed design, and the referenced documents, our scope of services will include a review of previous nearby subsurface information in our internal library or on file at the City of San Diego, a field exploration program to evaluate geotechnical and environmental soil and groundwater conditions, geotechnical and environmental laboratory testing of soil and groundwater samples, engineering analyses, preparation of a geotechnical report presenting our conclusions and recommendations for design and construction, and preparation of an environmental report presenting the results of analytical testing and recommendations/options for soil handling and disposal along with data presenting groundwater analysis and evaluation for dewatering to municipal sewer lines during construction. Specifically, our proposed services will include the following tasks and assumptions:

**ASSUMPTIONS**

Fees are based on the scope of services presented above and our understanding of the existing conditions and proposed improvements. Review of plans and specifications, or the preparation of supplemental reports and letters are not included in this fee. The quoted fee does not include costs that may arise due to unforeseen or unfavorable subsurface conditions or delays. Fees for services provided outside the above outlined scopes, if provided, will be on a time-and-materials basis in accordance with your authorization.

This scope and fee assumes the test results will indicate the soil can be disposed of as non-hazardous waste. All transport of hazardous waste shall be performed by the City of San Diego's on-call hazardous materials testing vendor. Design Professional will contact the City if such work is necessary.

This scope and fee is based on the following estimated quantities:

- Up to 12 total borings
- Up to 2 days of utility clearance
- Up to 6 days of drilling
- Pavement coring will be performed prior to drilling
- Traffic control is required for utility clearance, pavement coring, drilling and pavement repair activities
- Up to 6 DEH boring permits will be submitted with multiple borings on some permits.
- Up to 10 analytical tests on soil samples (average of 2 soils samples per 5 borings-at trenchless)
- Up to 5 analytical tests on groundwater samples
- Prevailing wage rates apply to subcontractors but do not apply to Kleinfelder professional staff
- Reporting includes up to 5 geotechnical reports for trenchless crossings, 1 combined geotechnical report for pressure regulating stations and deep sewers, and 1 environmental report for all soil and groundwater sampling results.
- Duplicate soil or groundwater samples will not be collected
- Analysis for soil and groundwater are limited to the constituents listed in Task 3.3.2
- Evaluation of soil and groundwater in relation to human health risk/exposure is not included
- Samples will be analyzed on standard turn-around-times (5-7 business days)
- Evaluation of soil in relation to reuse on receiving party sites via Waiver 9 is not included and all soil evaluation will be strictly in relation to disposal
- Estimation of hydraulic conductivity, groundwater pumping volumes and/or flow rates will not be provided

### 3.3.1 Geotechnical & Enviro Permitting and Pre-Field

#### **Literature Review**

Design Professional's subconsultant, Kleinfelder will review pertinent previous geotechnical and environmental studies adjacent to the sites, including available published geologic literature in our files and the files of selected public agencies. The purpose of the review is to perform a preliminary subsurface characterization of the site and provide the design team with preliminary information since the field investigation may be delayed by the City permitting process. This information will also assist in identifying local conditions that could impact the scope of method of the subsurface exploration.

#### **Pre-Field Activities and Permitting**

Based on Kleinfelder's review project plans, underground utility plans and City direction, we will identify locations for recommended boring locations. We will review the locations with team members and the City of San Diego to select the final location and number of borings. All borings will be located within City of San Diego streets. Traffic control plans will be prepared for the various sites to support permitting.

Boring permits from the San Diego County Department of Environmental Health (DEH) will only be obtained for borings exceeding 20 feet in depth, encountering groundwater or in locations of



suspected contamination. Due to the various site locations within the project area, we estimate that up to 8 permits will be obtained. We will also prepare a boring completion report for each permit and submit it to the DEH as required by the permit. The preliminary list of boring locations is presented in Task 3.3.2.

Kleinfelder will prepare a project Work Plan and Health and Safety Plan to be used by Kleinfelder's field staff.

**Utility Clearance**

Subsequent to obtaining permits, Kleinfelder will conduct a preliminary site visit to mark the locations of the proposed exploratory borings, and subsequently contact Underground Service Alert (USA) of southern California regarding the presence of existing underground utilities relative to our proposed exploration locations, as required by law.

To reduce the likelihood of encountering private buried utility lines at our boring locations, Kleinfelder will also subcontract a geophysical services provider to assess for and mark buried utility lines and other detected possible subsurface obstructions. The presence of locations within busy streets will require the utility clearance to be performed under traffic control.

**3.3.2 Geotechnical & Enviro Borings - Field Investigation**

**Geotechnical Field Exploration**

Per the City's recommendations, we propose to drill one boring at each the proposed trenchless construction locations (as each reach is approximately 100 LF or less) and along some of the deep sewer locations. Based on our current understanding of the project, we estimate a total of 12 borings at the following approximate locations.

- Trenchless Areas, (5 total borings)
  - G Street at Kettner E-W (1 boring)
  - Cedar Street at California Street E-W (1 boring)
  - Kettner north of Broadway N-S, (1 boring)
  - 1st Ave between Broadway and C Street N-S (1 boring)
  
- Deep Sewer Locations (7 total borings)
  - Pacific Hwy/Laurel Street –manhole by gas station. (1 boring)
  - Beech Street and Union (1 boring)
  - Kettner between A and B Street (1 boring)
  - Broadway b/w Front Street and 3rd Ave (2 borings)
  - Fourth Ave b/w E and G St east of Horton Plaza (1 boring)
  - B Street south of 4th Ave (1 boring)

The majority of the borings will be drilled to depths less than 20 feet below the existing surface or drilling refusal, whichever comes first. Locations that may require temporary dewatering will be extended to depths on the order of 40 feet to provide subsurface information to assist others in dewatering design. Boring depths will also be extended as appropriate for locations with deeper construction depths. Based on depth of excavations, we anticipate there is a potential for dewatering at five (5) locations:

At the completion of backfilling, the pavement will be temporarily patched with a cold asphalt repair compound or quick-set cement, flush with the existing pavement surface. The work area

will be cleaned prior to completion and the pavement surface will be repaired in accordance with City standards.

Field work will need to comply with permitted work hours including weekend work to avoid traffic impacts. Night work will not be performed to avoid obtaining a noise permit that requires costly notification of all impacted nearby residents. Additional costs will be incurred if night work is required.

### **Environmental Field Exploration**

Sampling of soil and groundwater for environmental testing will be performed concurrent with the geotechnical drilling activities and per City Standards. Kleinfelder's environmental soil screening and sampling activities will be performed at the direction and under the oversight of a California Professional Certified Engineering Geologist (PCEG).

#### **3.3.3 Geotechnical Lab Testing**

We will conduct laboratory testing of selected soil samples obtained from the borings. Our testing may include but not be limited to moisture and density determination, particle size distribution, Atterberg limits for plasticity, direct shear and corrosion suite (pH, minimum resistivity, soluble chlorides and sulfates). Please note that the testing program may change based on the actual observed geologic conditions in the borings and coordination with the needs of the design engineers.

#### **3.3.4 Soil and Water Lab Analysis**

Up to 10 soil samples and five (5) groundwater samples will be collected for the project. The samples will be collected pursuant to sample collection standards, for laboratory analysis under strict Chain-of-Custody procedures within the appropriate holding times. Soil and groundwater samples will be analyzed for the following chemicals:

- Metals (CCR Title 22) (EPA 6010B/7470A)
- Total petroleum hydrocarbons (TPH) carbon-chain (EPA 8015B[M])
- Volatile organic compounds (VOCs) (EPA 8260B)
- Polychlorinated bi-phenols (PCB) (EPA 8082)
- Polycyclic aromatic hydrocarbons (PAH) (EPA 8270C)
- Ignitability/Flash point (groundwater only) (EPA 1010)

Notes: EPA – United States Environmental Protection Agency  
CCR – California Code of Regulations

In addition, metal concentrations detected in the collected soil samples will be compared to their respective CCR Title 22 Total Threshold Limit Concentration (TTLC), ten times the CCR Title 22 STLC, and for chromium only, 20 times its 40 Code of Federal Regulations (CFR) Toxicity Characteristic Leaching Procedure (TCLP) Limit. If a TTLC is exceeded in a waste, that material is defined as a California hazardous waste by CCR Title 22. Ten times the STLC and 20 times the TCLP are industry-accepted screening levels for a metal reported as a total concentration, above which a separate assessment of the soluble metal is warranted. If a waste is analyzed for a soluble metal and the result exceeds its STLC or TCLP, that material is defined as a California hazardous waste by CCR Title 22. Hauling and disposal of hazardous materials is not included in this Scope of Services.

### 3.3.5 Geotechnical Analysis and Reporting

Geotechnical analysis of the field data and information from previous nearby investigations will be used to develop our recommendations. Findings, conclusions, and recommendations will be presented in the report, with logs of borings and laboratory test results appended. The report will address the following:

- A description of the proposed project including a site plan showing the approximate boring locations;
- Logs of the borings;
- Laboratory test results;
- Discussion of field exploration methods and laboratory test procedures;
- Discussion of the subsurface soil conditions and groundwater conditions, if encountered;
- Geologic cross sections at the trenchless crossings;
- Regional geologic setting, geologic features and geologic hazards including the potential for seismic shaking, ground rupture due to surface faulting, liquefaction, and seismically induced settlement. Fault rupture hazard will be limited to review of published maps.
- Soil profile type based on 2019 CBC;
- California Building Code (CBC) 2019 seismic site coefficients;
- Recommendations for trenchless design including anticipated ground behavior, estimated settlement, and soil parameters.
- Discussion of earthwork construction, including excavation considerations, fill suitability, recommendations for fill placement and compaction;
- Soil parameters for shallow foundation design at pressure regulating stations;
- Soil parameters for temporary shoring of excavations; and

### 3.3.6 Environmental Analysis and Desktop Study

#### **Environmental Analysis and Report**

Collected soil analytical data will be reviewed against regulatory guidance limits for characterization disposal. In particular, detected constituent concentrations will be compared against “Special Waste Acceptance Guidelines (SWAG) for San Diego Area Landfills”, as specified by Republic Services. This information will be presented to identify if the anticipated generated soil from the project contains constituents within acceptable limits to local San Diego landfills and to present alternative landfills for disposal in the event the material is not suitable. Description of soil sample collection methods, field observations, analysis, and result evaluation will be provided along with corresponding laboratory reports and summary tables which will be used by the construction during construction operations.

Collected groundwater analytical data will be reviewed against established regulatory criteria and hazardous thresholds in relation to anticipated submittal for a groundwater to sewer discharge permit for dewatering operations under “City of San Diego Public Utilities Department, Industrial Wastewater Control Program, Request for Authorization to Discharge Extracted Groundwater to Sewer” requirements. Sample collection and analysis in relation to groundwater to surface water discharge for dewatering operations is not included in the cost, extensive process for collection and analysis of samples. If requested, Kleinfelder can provide this evaluation for a revised price.

#### **Desktop Study**

Design Professional's Subconsultant, Kleinfelder will perform a desktop review of open and closed Leaking Underground Storage Tank (LUST) sites at up to 10 locations. Kleinfelder will review the locations on list provided by the City of San Diego for locations of the proposed trenchless access pits and manholes for deep sewers to evaluate potential impacts to either soil and/or groundwater. This additional information will assist in the identification and project planning of large or deep excavations that may contain contaminated soil and/or groundwater. The results of the review will assist in our investigation and will be summarized within our environmental report for the investigation.

**3.3.7 Meetings and Project Management**

Our local Kleinfelder Project Manager will coordinate the various project activities with the project team, including internal kick-off meeting, safety meetings, and project administration. He will ensure the project is delivered within the agreed schedule, is within the authorized budget, and analyses and reports are properly peer-reviewed.

**Task 3.4 Utility Investigations**

**3.4.1 Geophysical Locating**

In order to assess the presence of subsurface objects including existing known and unknown utilities, vaults, foundations, etc. Design Professional's subconsultant, Southwest Geophysical will conduct a geophysical utility designation study in the project area. The study will include the use of a Geonics EM61 MK2 time domain instrument, Fisher M-Scope TW-6 pipe and cable locator, RD8000 line tracer, Schonstedt magnetic gradiometer, and GSSI SIR 4000 Ground Penetrating Radar (GPR) unit with a 350 MHz digital transducer. Both horizontal position and depth (if reliable) will be marked on the ground surface with water-based paint, using USA colors (e.g., red for electric, blue for water, yellow for gas, etc.). Findings will be surveyed by Design Professional's subconsultant, Rick Engineering and added to the Microstation Utility Base Files.

**3.4.2 Potholing**

Design Professional's sub-consultant, AirX will perform utility location by Vacuum excavation for a maximum of thirty (30) pothole locations and up to three (3) test pit locations and provide visible, nonerasable witness points for each utility located. This task includes coordination with USA DigAlert for local utility information, follow-up with the identified utilities, and mapping prior to finalizing the pothole locations. Potholing will help the team determine the depth of the water piping, locate appurtenances, and clarify the locations of potential conflicting utilities along the alignment.

**Task 3.5 Supplemental Survey - ADA Components, Utility Potholing**

Design Professional's subconsultant, Rick Engineering will perform a topographic survey of up to one hundred (100) curb returns throughout the project that have been identified to require detailed curb ramp design. The detailed topo will include locating curb, sidewalk, ramps, grade breaks, visible utilities, monuments, and any other pertinent items to the design. The limits will be 25-feet from the returns in both directions, to the right of way (or building face), and 15-feet into the roadway from face of curb.

Perform potholing and geophysical testing location survey after these tasks are completed by others. This assumes the survey of 30 potholes and 2 days for surveying of geophysical utility locating mark-out.

Control will be set for each intersection and 1 benchmark will be used for all intersections. Benchmarks near the project will be located and used as a check of elevation, but will not be used for control.

Deliverable will be a MicroStation file using City San Diego Standards. This task excludes any Corner Records for found monuments, and any utility dipping.

## **Task 4 – Basis of Design Report (BODR)**

### Task 4.1 Basis of Design Report

#### 4.1.1 Conceptual Design Alternatives

Design Professional will prepare a Pipeline Design Criteria Technical Memorandum detailing the key design criteria and assumptions for the 12” – 16” diameter PVC water transmission pipelines and appurtenances per the City of San Diego Water CIP Guidelines and Standards, Book 2 Facility and Design Guidelines. Design elements include pipe sizing, pipe material, depth of cover, joint design, thrust restraint, and structural design.

#### 4.1.2 Fire Services

Most Commercial buildings on the alignment have existing fire services. During construction fire services cannot be highlined so they are sometimes taken out of service for an extended period. Design Professional will utilize information from the City Field Book to document those property owners with fire services, collaborate with City staff to determine if a fire service stub-out should be provided for commercial parcels without an existing fire service and provide preliminary planning which will analyze shut-down phasing/procedures to limit shut-downs of fire services during construction.

#### 4.1.3 Highlining

Highlining of larger water mains during construction will be a challenge, as typical 2” diameter highlining may not be adequate for large services. Design Professional will identify these locations and evaluate solutions to provide continuous water service.

#### 4.1.4 Sewer Rehabilitation Alternatives

Design Professional will evaluate alternate construction methods on sewer pipelines identified on the City provided Predesign Map and areas on the alignment where rehabilitation may be preferred to open trench. These include center medians and decorative fencing have been constructed over the current pipe alignments and streets with very high traffic counts.

#### 4.1.5 Sewer By-Pass Advanced Planning

The project has some connections to the City’s 102” Sewer Interceptor pipeline as well as other sewer mains containing high flows. Design Professional will evaluate the feasibility of each anticipated bypass operation and provide the necessary data to ensure the contractor fully understands each bypass operation.

#### 4.1.6 Sewer / Water Replumbs at Trenchless Segments

Design Professional will locate and evaluate water and sewer connections located at the pipelines to be constructed via trenchless technology under the trolley tracks. Alternative alignments (replumb) efforts to avoid replacement under the tracks will be studied for incorporation into design.

#### 4.1.7 Dewatering Plan

Design Professional will review the Geotechnical Investigation Report to evaluate where construction dewatering may be expected and evaluate the federal, state and local regulatory and permitting guidelines for the pumping, treatment and discharge of ground water encountered during the construction. It is anticipated that discharge to the sewer is the most cost effective dewatering method. Design Professional will review the feasibility of discharging to sewer mains from each of the anticipated dewatering locations. *During design, Design Professional will provide bidders with discharge locations and flow limitations.*

#### 4.1.8 Compilation of Preliminary Studies and Other Technical Memos

Design Professional will compile all the components of the Preliminary Studies (Task 3) and BODR (Task 4) into one report for submittal to the City.

### Task 4.2 ADA Accessibility Analysis

Based upon the preliminary survey information, Rick Engineering Company will perform an analysis of each intersection along the project alignment to inventory existing curb ramps and signal equipment, and document exact locations of push buttons, poles, signal heads, and street furniture, as well as document the condition of the curb ramps and all existing design features. Important to note will be the slope of each ramp, cross fall, landing dimensions, slopes in the sidewalk adjacent to the ramp, if detectable warning tiles exist, if ponding is evident, and if the ramp is flush with the roadway pavement (often times after a roadway has been resurfaced, the pavement is higher than the gutter, creating a vertical obstacle). It is assumed that approximately 90 intersections will be evaluated as part of this project.

### Task 4.3 Trenchless Technology Report

Balboa will provide one draft and one final Trenchless Technical Memorandum submittal. The Trenchless TM effort will include four (4) trenchless pipeline crossings under BNSF rail & MTS trolley tracks. There is also one (1) trenchless crossing under the Switzer box culvert, however the Switzer crossing is covered in Task 4.4 below. The four rail and trolley crossings include:

- 16" Water: G Street at Kettner E-W (BNSF/MTS)
- 12" Water: Cedar Street at California Street E-W (BNSF/MTS)
- 16" Water: Kettner north of Broadway N-S (MTS)
- 12" Water: 1st Ave between Broadway and C Street N-S (MTS)

The Trenchless TM will evaluate will discuss design requirements required for trenchless construction under BNSF and MTS tracks. The trenchless evaluation will include up to two (2) concept designs for each crossing. Balboa will provide guidance for geotechnical investigation, the results of which will be included in the design. It is anticipated that trenchless methods will be limited to those allowed by MTS and BNSF and AREMA Guidelines. Balboa has included time to review the geotechnical report. Additional discussion

items to include, jacking and receiving shafts, equipment requirements, estimated excavated volume, carrier pipe requirements, casing sizing.

Task 4.4 Pressure Reducing Station / 16' & 24" Water Technical Memo (Not in Scope)

Task 4.5 Structural Evaluation (Broadway Pier Sewer)

DESIGN PROFESSIONAL's subconsultant, PSE will evaluate the condition and construction of the existing Broadway Pier (as it relates to the support of the existing sewer lateral) and provide recommendations to support the proposed new replacement sewer main for lateral and gravity per current code requirements (including City of San Diego Sewer Design Guide). PSE will conduct a site visit of existing pier.

Task 4.6 Stormwater Quality Analysis (DS 560)

Design Professional's subconsultant, Rick will prepare a DS 560 Stormwater Quality Analysis form to identify if permanent BMPs are needed for the project. Permanent BMPs are identified as an additional service in Task 9 – Contingency/Additional Services.

## **Task 5 – Design Phase - Plans, Specifications and Estimate (PS&E)**

The Design Professional shall provide the following Design submittals:

- 30% Design (Task 5.1)
- 60% Design (Task 5.2)
- 100% Design (Task 5.3)
- Final Design (Task 5.4)

### **DESIGN ELEMENTS**

- Approximately 4 miles of Water Pipeline Design (open trench, trenchless, new trench, abandonment, fire services, fire hydrants, service laterals, valves, thrust block calculations, lateral replumbs, etc.)
- Approximately 2 miles of Sewer Pipeline Design (open trench, trenchless, rehabilitation, abandonment, manholes, service laterals, lateral replumbs, etc.)
- Abandonment of 2 PRS
- Street Resurfacing
- ADA Components (Approx. 90 intersections)
  - Assumes design will be accordance with City of San Diego DRAFT - CURB RAMP DESIGN GUIDELINES, Dated 6/10/2020
  - Assume all signalized intersections will require updated crosswalks and traffic loops
  - Assume approximately 100 curb ramps will require special design
  - Assume 13 perimeter blocks with existing on-street diagonal and perpendicular parking spaces that are required to be brought to current accessible parking standards

All design submittals shall be in accordance with the 2018 Greenbook, 2018 Whitebook, 2018 City of San Diego Standard Drawings, Water Department Design Guidelines and Standards, 2015 City of San Diego

Sewer Design Guide, DOJ's 2010 ADA Standards for Accessible Design, 2020 City of San Diego Draft Curb Ramp Design Guidelines, 2018 City of San Diego CADD Guidelines, City of San Diego Survey Deliverables Standards, 2012 California MUTCD, and any other applicable and accepted codes used in the City of San Diego. Design shall also comply with Chapter 5, Article 3, Division 3 of the City of San Diego Municipal Code, Storm Water Management Discharge Control and MTS Standards/Amtrak Standards (for railroad crossings).

Upon complete submission and approval of the BODR, Design Professional will proceed with design development. The City began the design of AC Water and Sewer Group 1033 and provided Design Professional with their progress, which includes the Microstation Base Map 30% level plan sheets:

- Cover Sheet (1 sheet)
- Key Map (2 sheets)
- Sewer Alignment Plans (32 sheets)
- TOTAL = 35 sheets

Design Professional anticipates there will be approximately 220 plan sheets for the Final Design and include the following:

- Cover Sheet
- Key Maps
- Note sheets
- Civil Details
- Sewer alignment plan and profile of the pipelines (1" = 40' Scale)
- Water alignment plan and profile of the pipelines (1" =40' Scale)
- Survey monument sheets
- Pipeline abandonment plans and details
- Connection details (by contractor and/or work by City forces)
- Fire Department information
- Batch Discharge
- Shutdown and Highlining Construction Staging plan
- Trenchless Plans and Details
- Thrust Block Tables
- BMP Maps
- Structural Details
- Curb Ramp Improvements — with special detailed design curb ramps at specific identified intersections
- Street Resurfacing
- Crosswalk and Traffic Loop Layout
- ADA Parking and Striping Plan

Task 5.1 30% Design (PS&E)

5.1.1 Sheet Layout

Design Professional will utilize the City provided Microstation Base Map, updated Base Maps by Design Professional and City 30% Plan Sheets to lay out the remainder of the sheets for the project. For 30% effort, it is anticipated that there will be 150 plan sheets.

Design Professional will submit 30% level design drawings for City review and approval. The 30% design will at a minimum have fulfilled the standard checklist requirements and shall provide verification of design concept presented in the BODR and shall follow processes described in City of San Diego Design guidelines. Deliverables will digital PDF and Microstation copies.

**DELIVERABLES:**

- 30% Design Plans



- 30% Specifications (Key Section Titles only)
- 30% Engineer's Estimate of Probable Cost

**Task 5.2 60% Design (PS&E)**

The Design Professional will advance the 30% design to 60% design level and will incorporate agreed upon City comments from the 30% submittal review and shall demonstrate all prior comments have been satisfied before next design phase. Technical specifications at 60% level along with the 60% Design drawings shall be prepared and submitted by the Design Professional. The City will provide comments on the 60% design submittal to be incorporated in the next design. Deliverables will include hard and digital copies.

**DELIVERABLES:**

- Written Responses to 30% comments (demonstrate all having been resolved prior to next design phase)
- 60% Design plans and/hardcopies and digital PDF and CADD files
- 60% Specifications (CSI format specs)
- 60% Engineer's Estimate of Probable Cost
- 10 Additional Full Size Plans for City wide plan review

**Task 5.3 100% Design (PS&E)**

Design Professional shall advance the 60% Design to 100% Design level and shall incorporate agreed upon City comments from the 60% submittal review and shall demonstrate all prior comments have been satisfied before next design phase. Design Professional will provide Utility Relocation Support to the City, which includes preparation of exhibits for the City's use in coordinating utility relocations. The 100% Design will consist of fully complete plans, specifications, including all details, notes and all aspects are considered at 100% design. The City will provide comments on the 60% design submittal to be incorporated in the next design. Deliverables will include hard and digital copies.

**DELIVERABLES:**

- Written Responses to 60% comments (demonstrate all having been resolved prior to next design phase)
- 100% Design plans and/hardcopies and digital PDF and CADD files
- 100% Specifications (CSI format specs)
- 100% Engineer's Estimate of Probable Cost

**Task 5.4 Final Design (PS&E)**

Final Design submittal is considered fully complete in all aspects and considered bid ready. Design Professional shall incorporate City review comments from the 100% submittal. All Design Professional's in-house review comments and all City review comments and open issues shall be addressed and resolved prior to submittal of these documents to the City Project Manager. Design Professional shall provide electronic CADD media in MicroStation format in accordance with City of San Diego CADD Guidelines.

Specifications shall be provided in Word format and final signed and stamped drawings shall be provided on bond paper for scanning and electronic bid processing.

The Design Professional shall submit the final deliverables consisting of design plans, specifications and cost estimate.

## **Task 6 – Community Outreach**

### **Task 6.1 Community Outreach Support**

Blue Lake Civil will support the City's in Community outreach. The City will take the lead on outreach and communication with community. Blue Lake Civil has included attendance at up to 4 community meetings and preparation of graphics to support the City's presentation materials.

### **Task 6.1 Develop Stakeholder Database**

Design Professional's subconsultant, Katz and Associates will prepare stakeholder database. In addition to parcel contact records provided by the City, stakeholder contact information will be gathered and organized by K&A, with the primary objective of proactively reaching organizations and groups likely to be impacted by the construction route. This database will be used to keep stakeholders informed about project progress (i.e., newsletters, phone, email contact, etc.) and for use in scheduling consultation meetings with stakeholders to help solicit project feedback that will make the final plan stronger.

Allowances have been included in the fee to be controlled by the City. These tasks have not been defined fully and may be required to complete the project. At a time when the scope of these efforts is understood Design Professional will develop a proposal for the effort. No expenditures will occur from this Task 6 without written (E-mail or a letter) authorization of the City.

## **Task 7 – Services During Bid and Award**

Upon complete submission and approval of design development deliverables, Design Professional will support City staff during the bid and award phase.

### **Task 7.1 Meetings**

Per City's request, attend project related meetings including but not limited to the Pre-Bid Conference, and site visit. The level of participation at these meetings will not exceed two (2) meetings at four (4) hours each including up to two (2) people attending per meeting.

### **Task 7.2 Addenda**

The Design Professional team will review items with the City that need to be addressed in the form of an addendum. Prepare and incorporate any required addenda to plans, specifications, CADD files, as applicable, with compliance to City standards and guidelines. The level of participation for this task will not exceed preparation of 4 addenda.

### **Task 7.3 Request for Information (RFI) and Request for Clarification (RFC) Responses**

Prepare responses to any design related RFI or RFC as requested by City staff. The level of participation for this task will not exceed responses to 20 design related RFI/RFC's.

### **Task 7.4 Bid Evaluation**

Design Professional will evaluate the incoming bids for pricing anomalies and validate bid responsiveness.

## **Task 8 – Services during Construction**

Design Professional will provide assistance to City staff during the construction phase of AC Water and Sewer Group 1033. The construction is expected to have a 43-month duration. This task includes response to RFI's, review of RFP's to Contractor, review of submittals, attendance at progress meeting and responses to as-needed construction services and as-needed site meetings.

### **Task 8.1 Project Management**

Design Professional will provide project management support to the City in the execution of the Project's Construction Phase. These services will include monitoring and maintenance of the Project schedule and budget, contract administration, and quality assurance and quality control of submitted documents.

### **Task 8.2 Construction Request for Information/Clarification (RFI/RFC)**

Provide responses to all RFI's and RFC's design related to interpretation of contract documents, unforeseen conditions, value engineering proposals, and changes in scope. Sixty (60) RFI/RFC's are included in this scope of work.

### **Task 8.3 Submittals**

Review Contractor's submittals for conformance to the Contract Documents. Provide written approval or disapproval for a substitution request. Submittals complying with the approved materials list will be evaluated by the City or its Construction Manager.

### **Task 8.4 Meetings**

Attend pre-pre-construction, pre-construction, and monthly progress meetings (assume 15 in person meetings-2 hours/each and 28 virtual meetings-1 hour each) as requested by City staff. Meeting agendas and meeting minutes are assumed to be provided by the City Construction Manager. One or 2 persons will attend each meeting.

### **Task 8.5 Field Visits / Observations**

Design Professional and its subconsultant will conduct field visits and structural/geotechnical observations as requested by City Staff.

### **Task 8.6 Change Order Evaluation & Support**

Review of Contractor Change Orders due to unforeseen conditions that may have arisen during the project. Work includes:

- Review and evaluate submission to scope intent
- Provide revision sketches, direction and/or specifications as required and sufficient for Contractor to adequately price the work through the Construction Manager RFP
- Six (6) change orders are included in this scope of work.

### **Task 8.7 As-built Drawings**

Design Professional team members will update the original Contract Documents based on information (RFIs, DCs, COs, Redlines) received from the Contractor through the Construction Manager and create the As-Built Mylar drawings, per the City Standards.

### **Additional Services**

Additional Services is a fund for unforeseen conditions and includes services which may be required for completion of the project but which, due to lack of firm definition of scope and limits at the present time, cannot be identified with precision. Since the need for these Additional Services is not absolutely established, use of these fees shall not be undertaken by the Consultant without specific definition and written authorization from the City. The need for such fees beyond the required scope of work described above in this contract may arise from unforeseen conditions during design, adding additional scope by the Client department, and/or construction design changes.

A few identified but unquantifiable tasks include:

- Additional Special Design of ADA Ramps/Features
- Design of Relocated City-Owned Facilities due to ADA Requirements
- Permanent BMP Design
- ADA Ramp Design Deviation Forms
- MTS/ BNSF Coordination
- Port of San Diego – Additional Design Requests (Port, CDP, Port SWPPP)
- Future PRS Design
- Additional Community Outreach

**END OF SCOPE OF SERVICES**

COMPENSATION FEE SCHEDULE

TOTAL FEE.....\$2162429 Preliminary & Design.....\$1671840 Bid/Construction Service.....\$213037 Contingency.....\$277552 BLC Fee.....\$784555 Subconsultant.....\$1100322	Blue Lake Civil									SUBCONSULTANT FEE TOTAL	GRAND TOTAL HOURS	OTHER DIRECT COSTS	GRAND TOTAL COSTS		
	Principal	Project Manager	Senior Engineer	Senior Designer	Associate Engineer	Assistant Project Engineer	Assistant Engineering Designer	Administrative Assistance	TOTAL HOURS					OTHER DIRECT COST	TOTAL COST
	\$260	\$200	\$180	\$155	\$165	\$125	\$115	\$85							
<b>TASK DESCRIPTION</b>															
<b>Task 1.0 Project Management</b>	89	462				96	72	719		\$133,660	\$146,044	719	\$279,704		
1.1 Project Management & Plan	35	140				14		189		\$38,850	\$6,900	189	\$45,750		
1.2 Meetings and Consultant Coordination	45	280				36	36	397		\$75,260	\$26,663	397	\$101,923		
1.3 Prepare and Update Project Schedule & Budget	6	36				36	36	114		\$16,320		114	\$16,320		
1.4 Quality Management (QA/QC Oversight) - RICK															
1.4.1 30% QA/QC											\$16,004		\$16,004		
1.4.2 60% QA/QC											\$26,092		\$26,092		
1.4.3 100% QA/QC											\$43,335		\$43,335		
1.4.4 Final QA/QC											\$27,050		\$27,050		
1.5 Risk Register	3	6				10		19		\$3,230		19	\$3,230		
<b>Task 2.0 Permitting and Coordination</b>	12	39						51		\$10,920	\$12,342	51	\$23,262		
2.1 Caltrans Encroachment	2	4						6		\$1,320		6	\$1,320		
2.2 MTS/BNSF Encroachment	3	6						9		\$1,980		9	\$1,980		
2.3 Port Of San Diego Coordination	2	4						6		\$1,320		6	\$1,320		
2.4 CDP Exemption		4						4		\$800		4	\$800		
2.5 CEQA / MND - HELIX															
2.5.1 Cultural Analysis											\$5,355		\$5,355		
2.5.2 Project Coordination and Addendum to the IS/MND Support											\$3,019		\$3,019		
2.5.3 Historic Sidewalk Stamp Inventory											\$3,968		\$3,968		
2.6 San Diego Airport Authority Coordination															
2.7 Private Property/Private Development Coordination	4	16						20		\$4,240		20	\$4,240		
2.8 Permitting for Trenchless															
2.9 Traffic Control Coordination	1	5						6		\$1,260		6	\$1,260		
<b>Task 3.0 Preliminary Studies</b>	16	68	180			124		388	\$500	\$61,660	\$475,663	388	\$537,323		
3.1 Value Engineering Workshop	8	20	8			20		56	\$500	\$10,320	\$2,448	56	\$12,768		
3.2 Research and Field Verification															
3.2.1 Utility As-built Research & Field Walk Verification	2	20	80			64		166		\$24,920		166	\$24,920		
3.2.2 Review Available Televising/Inspection Records	2	10				40		52		\$7,520		52	\$7,520		
3.2.3 Complete Base Mapping	2	10	80					92		\$14,920		92	\$14,920		
3.2.4 Identify ROW Needs	2	8	12					22		\$3,980		22	\$3,980		
3.3 Geotechnical Investigation - Kleinfelder															
3.3.1 Geotechnical & Enviro Permitting and Pre-Field											\$91,058		\$91,058		
3.3.2 Geotechnical & Enviro Borings - Field Investigation											\$91,972		\$91,972		
3.3.3 Geotechnical Lab Testing											\$13,601		\$13,601		
3.3.4 Soil and Water Lab Analysis											\$8,550		\$8,550		
3.3.5 Geotechnical Analysis and Reporting											\$45,498		\$45,498		
3.3.6 Environmental Analysis and Desktop Study											\$19,337		\$19,337		
3.3.7 Meetings and Project Management											\$5,834		\$5,834		
3.4 Utility Investigations															
3.4.1 Geophysical Locating - SWG											\$30,600		\$30,600		
3.4.2 Potholing - AIRX											\$72,216		\$72,216		
3.5 Supplemental Survey - ADA Components, Utility Potholing, Geophysical - RICK															
3.5.1 Control Establishment											\$13,248		\$13,248		
3.5.2 Curb Return Surveys - for Curb Ramps											\$54,284		\$54,284		
3.5.3 Utility Potholing and Geophysical											\$27,016		\$27,016		



COMPENSATION FEE SCHEDULE

TOTAL FEE.....\$2162429 Preliminary & Design.....\$1671840 Bid/Construction Service.....\$213037 Contingency.....\$277552 BLC Fee.....\$784555 Subconsultant.....\$1100322	Blue Lake Civil									SUBCONSULTANT FEE TOTAL	GRAND TOTAL HOURS	OTHER DIRECT COSTS	GRAND TOTAL COSTS		
	Principal	Project Manager	Senior Engineer	Senior Designer	Associate Engineer	Assistant Project Engineer	Assistant Engineering Designer	Administrative Assistance	TOTAL HOURS					OTHER DIRECT COST	TOTAL COST
	\$260	\$200	\$180	\$155	\$165	\$125	\$115	\$85							
<b>Task 4.0 Basis of Design Report</b>	30	54		62		154			300	\$1,500	\$48,960	\$73,357	300	\$1,500	\$122,317
4.1 Basis of Design Report															
4.1.1 Conceptual Design Alternatives	3	6		40		36			85		\$12,680		85		\$12,680
4.1.2 Fire (and Large) Services	6	10				10			26		\$4,810		26		\$4,810
4.1.3 Highlining	3	6							9		\$1,980		9		\$1,980
4.1.4 Sewer Rehabilitation Alternatives	4	8		10		8			30		\$5,190		30		\$5,190
4.1.5 Sewer ByPass Advanced Planning	3	3				7			13		\$2,255		13		\$2,255
4.1.6 Sewer / Water Replumbs at Trenchless Segments	6	12				36			54		\$8,460		54		\$8,460
4.1.7 Dewatering Evaluation	3	6				25			34		\$5,105		34		\$5,105
4.1.8 Compilation of Preliminary Studies and Other Tech Memos	2	3		12		32			49	\$1,500	\$8,480		49	\$1,500	\$8,480
4.2 ADA Accessibility Analysis - RICK												\$47,389			\$47,389
4.3 Trenchless Technology Evaluation - Balboa												\$20,688			\$20,688
4.4 Pressure Reducing Station / 16" & 24" Technical Memo - BALBOA															
4.4.1 Pressure Reducing Station - Balboa															
4.4.2 Pressure Reducing Station - Telemetry															
4.4.3 Pressure Reducing Station - Vault (Geotechnical/Structural)															
4.5 Broadway Pier Sewer Lateral Support Evaluation - PRS												\$4,627			\$4,627
4.6 Water Quality Analysis (DS 560) - RICK												\$653			\$653
<b>Task 5.0 Design Phase - PS&amp;E</b>	88	376		632		800	600	65	2561	\$5,000	\$375,565	\$305,500	2,561	\$5,000	\$681,064
5.1 30% Design - 10 weeks	10	48		168		140	120	15	501	\$750	\$71,565	\$28,255	501	\$750	\$99,819
5.1.1 Sheet Layout	2	10		80		40			132		\$19,920	\$4,896	132		\$24,816
5.1.2 Sewer & Water Design - BLC	4	20		80		60	120	15	299	\$750	\$40,765		299	\$750	\$40,765
5.1.3 ADA Components Design - RICK												\$8,349			\$8,349
5.1.4 Design of Relocated City-Owned Facilities due to ADA Requirements - RICK												\$2,173			\$2,173
5.1.5 Trenchless Design - BALBOA												\$8,896			\$8,896
5.1.6 PRS Layout & Design - BALBOA															
5.1.7 PRS Telemetry Design & Coordination															
5.1.8 Structural Design - PRS												\$2,827			\$2,827
5.1.9 30% Specification (Key Section Titles)	2	8				8			18		\$3,120	\$557	18		\$3,677
5.1.10 30% Engineers Estimate of Probable Cost	2	10		8		32			52		\$7,760	\$557	52		\$8,317
5.2 60% Design - 12 weeks	32	120		182		240	200	18	792	\$1,500	\$116,560	\$95,161	792	\$1,500	\$211,721
5.2.1 Response to Comments (30%)	4	8		12		24			48		\$7,500		48		\$7,500
5.2.2 Sewer & Water Design - BLC	12	80		160		160	200	18	630	\$1,500	\$89,950		630	\$1,500	\$89,950
5.2.3 ADA Components Design - RICK												\$60,002			\$60,002
5.2.4 Design of Relocated City-Owned Facilities due to ADA Requirements - RICK												\$10,047			\$10,047
5.2.5 Signing and Striping - Rick												\$13,133			\$13,133
5.2.6 Trenchless Design - BALBOA												\$8,896			\$8,896
5.2.7 PRS Layout & Design - BALBOA															
5.2.8 PRS Telemetry Design & Coordination															
5.2.9 Structural Design - PRS												\$2,313			\$2,313
5.2.10 60% Specification	12	20				24			56		\$10,120	\$386	56		\$10,506
5.2.11 60% Engineers Estimate of Probable Cost	4	12		10		32			58		\$8,990	\$386	58		\$9,376

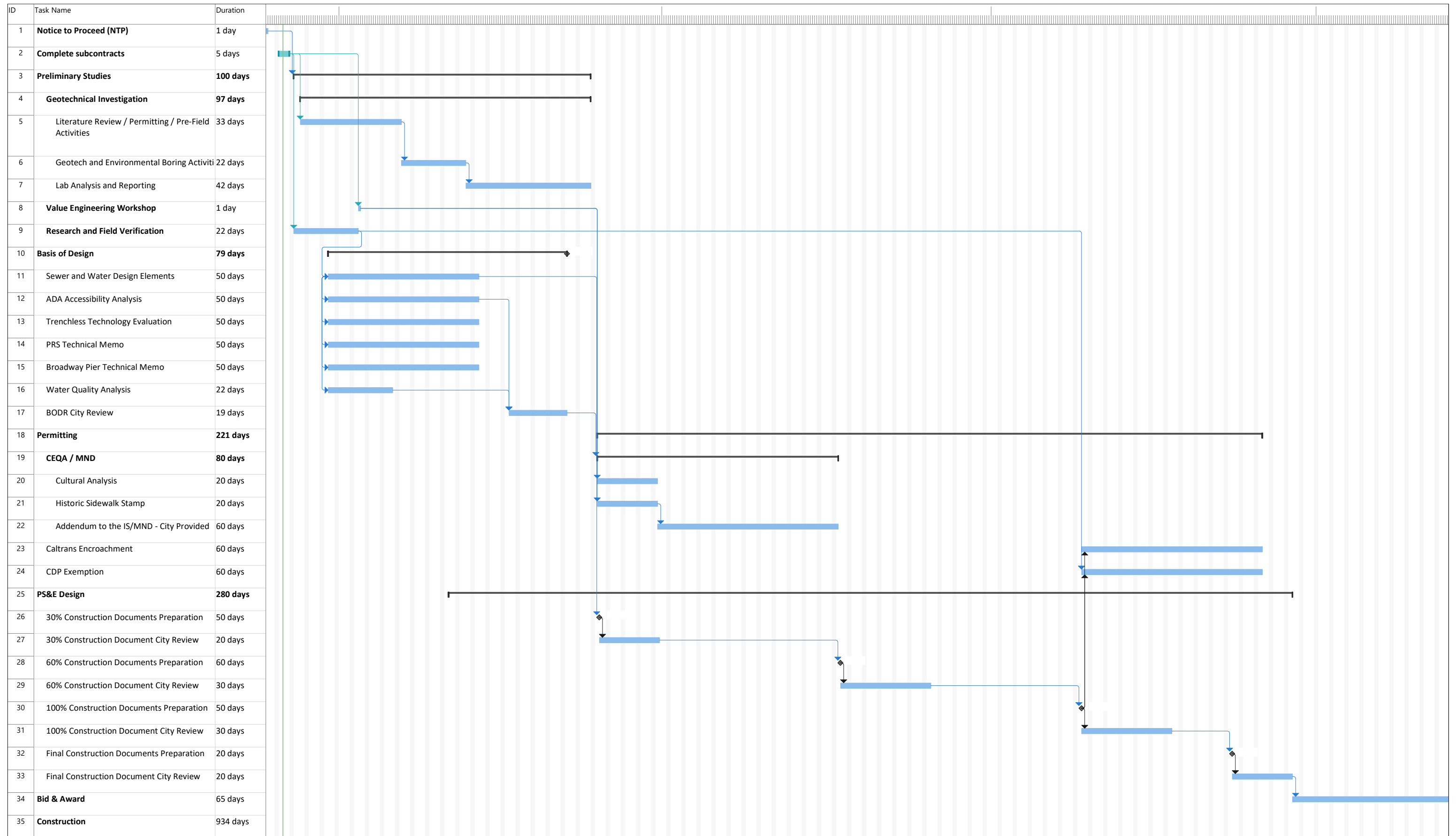


COMPENSATION FEE SCHEDULE

TASK DESCRIPTION	Blue Lake Civil								TOTAL HOURS	OTHER DIRECT COST	TOTAL COST	SUBCONSULTANT FEE TOTAL	GRAND TOTAL HOURS	OTHER DIRECT COSTS	GRAND TOTAL COSTS
	Principal	Project Manager	Senior Engineer	Senior Designer	Associate Engineer	Assistant Project Engineer	Assistant Engineering Designer	Administrative Assistance							
	\$260	\$200	\$180	\$155	\$165	\$125	\$115	\$85							
<b>TOTAL FEE.....\$2162429</b>															
Preliminary & Design.....\$1671840															
Bid/Construction Service.....\$213037															
Contingency.....\$277552															
BLC Fee.....\$784555															
Subconsultant.....\$1100322															
5.3 100% Design - 10 weeks	32	122		170		288	180	16	808	\$750	\$117,880	\$139,590	808	\$750	\$257,470
5.3.1 Response to Comments (60%)	4	12		24		32			72		\$11,160		72		\$11,160
5.3.2 Utility Relocation Support	4	10		12					26		\$4,900		26		\$4,900
5.3.3 Sewer & Water Design - BLC	10	70		126		200	180	16	602	\$750	\$83,940		602	\$750	\$83,940
5.3.4 ADA Components Design - BLC & RICK												\$93,968			\$93,968
5.3.5 Design of Relocated City-Owned Facilities due to ADA Requirements - RICK												\$10,047			\$10,047
5.3.6 Signing and Striping - Rick												\$28,127			\$28,127
5.3.7 Trenchless Design - BALBOA												\$5,264			\$5,264
5.3.8 PRS Layout & Design - BALBOA															
5.3.9 PRS Telemetry Design & Coordination															
5.3.10 Structural Design - PRS												\$1,414			\$1,414
5.3.11 100% Specification	12	20				24			56		\$10,120	\$386	56		\$10,506
5.3.12 100% Engineers Estimate of Probable Cost	2	10		8		32			52		\$7,760	\$386	52		\$8,146
5.4 Final Design - 4 weeks	14	86		112		132	100	16	460	\$2,000	\$69,560	\$42,494	460	\$2,000	\$112,054
5.4.1 Response to Comments (100%)	2	8		24		32			66		\$9,840		66		\$9,840
5.4.2 Sewer & Water Design - BLC	6	60		80		60	100	16	322	\$2,000	\$48,320		322	\$2,000	\$48,320
5.4.3 ADA Components Design - BLC & RICK												\$24,761			\$24,761
5.4.4 Design of Relocated City-Owned Facilities due to ADA Requirements - RICK												\$3,233			\$3,233
5.4.5 Signing and Striping - Rick												\$11,184			\$11,184
5.4.6 Trenchless Design - BALBOA												\$1,645			\$1,645
5.4.7 PRS Layout & Design - BALBOA															
5.4.8 PRS Telemetry Design & Coordination															
5.4.9 Structural Design - PRS												\$900			\$900
5.4.10 Final Specification	2	6				10			18		\$2,970	\$386	18		\$3,356
5.4.11 Final Engineers Estimate of Probable Cost	4	12		8		30			54		\$8,430	\$386	54		\$8,816
<b>Task 6.0 Community Outreach Support</b>	<b>12</b>	<b>12</b>				<b>12</b>			<b>36</b>	<b>\$750</b>	<b>\$7,770</b>	<b>\$20,400</b>	<b>36</b>	<b>\$750</b>	<b>\$28,170</b>
6.1 Community Outreach Support	12	12				12			36	\$750	\$7,770		36	\$750	\$7,770
6.2 Develop Stakeholder Database												\$20,400			\$20,400
<b>Task 7.0 Bid/Award Services</b>	<b>28</b>	<b>52</b>		<b>32</b>		<b>36</b>			<b>148</b>		<b>\$27,140</b>	<b>\$13,974</b>	<b>148</b>		<b>\$41,114</b>
7.1 Meetings	8	8		16					32		\$6,160	\$1,836	32		\$7,996
7.2 Addenda	6	16		16		16			54		\$9,240	\$4,284	54		\$13,524
7.3 Bid RFI's	6	20				20			46		\$8,060	\$6,096	46		\$14,156
7.4 Bid Evaluation	8	8							16		\$3,680	\$1,758	16		\$5,438
<b>Task 8.0 Construction Services</b>	<b>107</b>	<b>250</b>		<b>50</b>		<b>100</b>	<b>100</b>	<b>86</b>	<b>693</b>	<b>2,000</b>	<b>\$118,880</b>	<b>\$53,043</b>	<b>693</b>	<b>\$2,000</b>	<b>\$171,923</b>
8.1 Project Management	43	86						86	215		\$35,690		215		\$35,690
8.2 Construction RFI's	10	30				60			100		\$16,100	\$15,857	100		\$31,957
8.3 Submittals	10	30							40		\$8,600	\$17,156	40		\$25,756
8.4 Meetings	20	60							80		\$17,200	\$8,080	80		\$25,280
8.5 Field Visits/Observations	6	16				24			46		\$7,760	\$3,082	46		\$10,842
8.6 Change Order Evaluation & Support	8	8							16		\$3,680		16		\$3,680
8.7 As-Built Drawings	10	20		50		16	100		196	\$2,000	\$29,850	\$8,867	196	\$2,000	\$38,717
<b>Subtotal Fee</b>	<b>\$99,320</b>	<b>\$262,600</b>		<b>\$148,180</b>		<b>\$165,250</b>	<b>\$80,500</b>	<b>\$18,955</b>		<b>\$9,750</b>	<b>\$1,320</b>	<b>\$1,100,322</b>			<b>1,884,877</b>
<b>Additional Services</b>															<b>\$277,552</b>
<b>TOTAL HOURS</b>	<b>382</b>	<b>1,313</b>		<b>956</b>		<b>1,322</b>	<b>700</b>	<b>223</b>	<b>4,896</b>				<b>4,896</b>		
<b>TOTAL FEE</b>	<b>\$99,320</b>	<b>\$262,600</b>		<b>\$148,180</b>		<b>\$165,250</b>	<b>\$80,500</b>	<b>\$18,955</b>		<b>\$9,750</b>	<b>\$784,555</b>	<b>\$1,100,322</b>			<b>\$2,162,429</b>



# TIME SCHEDULE



Project: Draft Group 1033 Sche  
Date: Wed 1/6/21

Task	Summary	Inactive Milestone	Duration-only	Start-only	External Milestone	Manual Progress
Split	Project Summary	Inactive Summary	Manual Summary Rollup	Finish-only	Deadline	Progress
Milestone	Inactive Task	Manual Task	Manual Summary	External Tasks	Progress	

**NOTE:** All work must be completed by the Agreement's expiration date stated in Section 2.1



EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

CONSULTANT REQUIREMENTS

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I. **City’s Equal Opportunity Commitment.** The City of San Diego (City) is strongly committed to equal opportunity for employees and Subcontractors of Consultants doing business with the City. The City encourages its Consultants to share this commitment. Consultants are encouraged to take positive steps to diversify and expand their Subcontractor solicitation base and to offer consulting opportunities to all eligible Subcontractors. Consultants are encouraged to take positive steps to diversify and expand their subcontractor and supplier solicitation base and to offer opportunities to all eligible business firms.

*Failure to submit the required EOCP documentation indicated below shall result in a determination of the Consultant being non-responsive.*

II. **Nondiscrimination in Contracting Ordinance.** All Consultants doing business with the City, and their Subcontractors, must comply with requirements of the City’s *Nondiscrimination in Contracting Ordinance*, San Diego Municipal Code Sections 22.3501 through 22.3517.

A. Disclosure of Discrimination Complaints (Attachment AA). As part of its bid or proposal, Consultant shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Consultant in a legal or administrative proceeding alleging that Consultant discriminated against its employees, Subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

- B. Contract Language. The following language shall be included in contracts for City projects between the Consultant and any Subcontractors, vendors, and suppliers:

Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. Consultant shall provide equal opportunity for Subcontractors to participate in opportunities. Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.

- C. Contract Disclosure Requirements. Upon the City's request, Consultant agrees to provide to the City, within sixty (60) calendar days, a truthful and complete list of the names of all Subcontractors, vendors, and suppliers that Consultant has used in the past five (5) years on any of its contracts that were undertaken within County of San Diego, including the total dollar amount paid by Consultant for each subcontract or supply contract. Consultant further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance, Municipal Code Sections 22.3501 through 22.3517. Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Consultant up to and including contract termination, debarment and other sanctions.

**III. Equal Employment Opportunity Outreach Program.** Consultants shall comply with requirements of San Diego Municipal Code Sections 22.2701 through 22.2707. Consultants shall submit with their proposal a Work Force Report for approval by the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP).

- A. Nondiscrimination in Employment. Consultant shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Consultants shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Consultant liable for any discriminatory practice of its subcontractors.
- B. Work Force Report. If based on a review of the Work Force Report (Attachment BB) submitted an EOCP staff Work Force Analysis determines there are under representations when compared to County Labor Force Availability data, then the Consultant will also be required to submit an Equal Employment Opportunity (EEO) Plan to the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP) for approval.
- C. Equal Employment Opportunity Plan. If an Equal Employment Opportunity Plan is required, the Program Manager of EOCP will provide a list of plan requirements to Consultant.

**IV. Small and Local Business Program Requirements.** The City has adopted a Small and Local Business Enterprise (SLBE) program for consultant contracts. SLBE program requirements for consultant contracts are set forth Council Policy 100-10.

A. SLBE and ELBE Participation for Contracts Valued Over \$50,000:

1. For all consultant contracts, the City shall apply a maximum of an additional 12 points for SLBE or ELBE participation, to the proposer's subtotal maximum evaluation points..

Additional points will be awarded as follows to achieve the proposer's final maximum evaluation points :

- a. If the proposer achieves 20% participation, apply 5 points to the proposer's score; or
  - b. If the proposer achieves 25% participation, apply 10 points to the proposer's score; or
  - c. If the prime consultant is a SLBE or an ELBE, apply 12 points to the proposer's score.
- B. Subcontractor Participation List. The Subcontractor Participation List (Attachment CC) shall indicate the Name and Address, Scope of Services, Percent of Total Proposed Contract Amount, Certification Status and Where Certified for each proposed Subcontractor/Subconsultant.

#### V. Maintaining Participation Levels.

- A. Bid discounts and additional points are based on the Consultant's level of participation prior to the award of goods, services, or consultant contract. Consultants are required to achieve and maintain the SLBE or ELBE participation levels throughout the duration of the goods, services, or consultant contract.
- B. If the City modifies the original specifications, the Consultant shall make reasonable efforts to maintain the SLBE or ELBE participation for which the bid discount or additional points were awarded. The City must approve in writing the reduction in SLBE or ELBE participation levels.
- C. The Consultant shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or ELBE subcontractor.
- D. Consultant's failure to maintain SLBE or ELBE participation levels as specified in the goods, services, or consultant contract shall constitute a default and grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.
- E. The remedies available to the City under Council Policy 100-10 are cumulative to all other rights and remedies available to the City.

#### VI. Definitions.

**Commercially Useful Function:** a Small Local Business Enterprise or Emerging Local Business Enterprise (SLBE/ELBE) performs a commercially useful function when it is responsible for execution of the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SLBE/ELBE shall also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether an SLBE/ELBE is performing a commercially useful function, an evaluation will be performed of the amount of work subcontracted, normal industry practices, whether the amount the SLBE/ELBE firm is to be paid under the contract is commensurate with the work it is actually performing and the SLBE/ELBE credit claimed for its performance of the work, and other relevant factors. Specifically, a SLBE/ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE/ELBE participation, when in similar transactions in which SLBE-ELBE firms do not participate, there is no such role performed.

**Disadvantaged Business Enterprise (DBE):** a certified business that is (1) at least fifty-one (51%) owned by socially and economically Disadvantaged Individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically Disadvantaged Individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners. Disadvantaged Individuals include Black Americans, Hispanic Americans, Asian Americans, and other minorities, or individual found to be disadvantaged by the Small Business Administration pursuant to Section 8 of the Small Business Reauthorization Act.

**Disabled Veteran Business Enterprise (DVBE):** a certified business that is (1) at least fifty-one percent (51%) owned by one or more disabled veterans; and (2) business operations must be managed and controlled by one or more disabled veterans. Disabled Veteran is a veteran of the U.S. military, naval, or air service; the veteran must have a service-connected disability or at least 10% or more; and the veteran must reside in California. The firm shall be certified by the State of California's Department of General Services, Office of Small and Minority Business.

**Emerging Business Enterprise (EBE):** a business whose gross annual receipts do not exceed the amount set by the City Manager, and which meets all other criteria set forth in the regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for EBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace.

**Emerging Local Business Enterprise (ELBE):** a Local Business Enterprise that is also an Emerging Business Enterprise.

**Local Business Enterprise (LBE):** a firm having a Principal Place of Business and a Significant Employment Presence in San Diego County, California, that has been in operation for 12 consecutive months and a valid business tax certificate. This definition is subsumed within the definition of Small Local Business Enterprise.

**Minority Business Enterprise (MBE):** a certified business that is (1) at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minorities owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.

**Other Business Enterprise (OBE):** any business which does not otherwise qualify as Minority, Woman, Disadvantaged or Disabled Veteran Business Enterprise.

**Principal Place of Business:** a location wherein a firm maintains a physical office and through which it obtains no less than fifty percent (50%) of its overall customers or sales dollars.

**Significant Employee Presence:** no less than twenty-five percent (25%) of a business's total number of employees are domiciled in San Diego County.

**Small Business Enterprise (SBE):** a business whose gross annual receipts do not exceed the amount set by the City Manager, and that meets all other criteria set forth in regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for SBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace. A business

certified as a DVBE by the State of California, and that has provided proof of such certification to the City Manager, shall be deemed to be an SBE.

**Small Local Business Enterprise (SLBE):** a Local Business Enterprise that is also a Small Business Enterprise.

**Women Business Enterprise (WBE):** a certified business that is (1) at least fifty-one percent (51 %) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.

**VII. Certifications.**

The City accepts certifications of MBE, WBE, DBE or DVBE from the following certifying agencies:

Current certification by the State of California Department of Transportation (CALTRANS) as DBE.

Current MBE or WBE certification from the California Public Utilities Commission.

DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.

Current certification by the City of Los Angeles as DBE, WBE or MBE.

Current certification by the U.S. Small Business Association as SDB, WOSB, SDVOSB, or Hubzone.

Subcontractors' valid proof of certification status e.g., copy of MBE, WBE, DBE, or DVBE certification must be submitted with RFP. MBE, WBE, DBE, or DVBE certifications are listed for informational purposes only.

**VIII. List of Attachments.**

- AA. Disclosure of Discrimination Complaints**
- BB. Work Force Report**
- CC. Subcontractors List**

**DISCLOSURE OF DISCRIMINATION COMPLAINTS**

As part of its proposal, the Design Professional must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Design Professional in a legal or administrative proceeding alleging that Design Professional discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

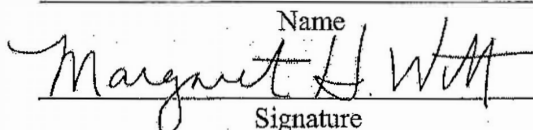
CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Design Professional has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Design Professional discriminated against its employees, subcontractors, vendors or suppliers.
- The undersigned certifies that within the past 10 years the Design Professional has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Design Professional discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN

Design Professional Name BLUE LAKE CIVIL

Certified By MARGARET H. WITT Title PRESIDENT

Name  
  
 Signature

Date 03/03/2021

**USE ADDITIONAL FORMS AS NECESSARY**

**EQUAL OPPORTUNITY CONTRACTING (EOC)**

1200 Third Avenue, Suite 200 • San Diego, CA 92101  
Phone: (619) 236-6000 • Fax: (619) 236-5904

**WORK FORCE REPORT**

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

**NO OTHER FORMS WILL BE ACCEPTED  
CONTRACTOR IDENTIFICATION**

Type of Contractor:  Construction  Vendor/Supplier  Financial Institution  Lessee/Lessor  
 Consultant  Grant Recipient  Insurance Company  Other

Name of Company: BLUE LAKE CIVIL  
ADA/DBA: BLUE LAKE CIVIL  
Address (Corporate Headquarters, where applicable): 7746 BLUE LAKE DR  
City: SAN DIEGO County: SAN DIEGO State: CA Zip: 92119  
Telephone Number: 619-609-7825 Fax Number: \_\_\_\_\_

Name of Company CEO: MARGARET H. WITT  
Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):  
Address: 5480 BALTIMORE DR, SUITE 215  
City: LA MESA County: SAN DIEGO State: CA Zip: 91942  
Telephone Number: 619-609-7825 Fax Number: \_\_\_\_\_ Email: maggie.witt@bluelakecivil.com

Type of Business: CONSULTING ENGINEERING Type of License: PROFESSIONAL CIVIL ENGINEERS  
The Company has appointed: MARGARET H. WITT

As its Equal Employment Opportunity Officer (EEOO), The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:  
Address: 5480 BALTIMORE DR, SUITE 215, SAN DIEGO, CA 91942  
Telephone Number: 857-253-8684 Fax Number: \_\_\_\_\_ Email: maggie.witt@bluelakecivil.com

- One San Diego County (or Most Local County) Work Force - Mandatory
- Branch Work Force \*
- Managing Office Work Force

Check the box above that applies to this WFR.

\*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

I, the undersigned representative of BLUE LAKE CIVIL  
(Firm Name)

SAN DIEGO, CA hereby certify that information provided  
(County) (State)

herein is true and correct. This document was executed on this 7th day of JANUARY, 2021

*Margaret H. Witt*

Digitally signed by Margaret H. Witt  
Date: 2021.01.07 11:19:46 -08'00'

MARGARET H. WITT

(Authorized Signature)

(Print Authorized Signature Name)

**WORK FORCE REPORT – Page 2**

NAME OF FIRM: BLUE LAKE CIVIL

DATE: 01/07/2021

OFFICE(S) or BRANCH(ES): SAN DIEGO

COUNTY: SAN DIEGO

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity		
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	
Management & Financial												1	1		
Professional						1						1	1		
A&E, Science, Computer															
Technical												1			
Sales															
Administrative Support															1
Services															
Crafts															
Operative Workers															
Transportation															
Laborers*															

\*Construction laborers and other field employees are not to be included on this page

Totals Each Column						1						3	2		1
--------------------	--	--	--	--	--	---	--	--	--	--	--	---	---	--	---

**Grand Total All Employees** 7

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled															
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors															
Volunteers															
Artists															



NAME OF FIRM: BLUEAKE CIV

DATE: 01/07/2021

OFFICE(S) or BRANCH(ES): SAN DIEGO

COUNTY: SAN DIEGO

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column															
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

**Grand Total All Employees** 0

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled															
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

## Work Force Report

### HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

### WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report<sup>1</sup>. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county<sup>2</sup>. If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

### MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report<sup>1,3</sup>. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.<sup>3</sup>

### TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one <sup>1</sup>, two <sup>2</sup> & three <sup>3</sup>. These numbers coincide with the types of work force report required in the example. See below:

- <sup>1</sup> One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- <sup>2</sup> Branch Work Force \*
- <sup>3</sup> Managing Office Work Force

*\*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

### RACE/ETHNICITY CATEGORIES

**American Indian or Alaska Native** – A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

**Asian** – A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

**Black or African American** – A person having origins in any of the Black racial groups of Africa.

**Native Hawaiian or Pacific Islander** – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

**White** – A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

**Hispanic or Latino** – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.

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## Exhibit A: Work Force Report Job Categories – Administration

Refer to this table when completing your firm's Work Force Report form(s).

### Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers  
Business Operations Specialists  
Financial Specialists  
Operations Specialties Managers  
Other Management Occupations  
Top Executives

### Professional

Art and Design Workers  
Counselors, Social Workers, and Other Community and Social Service Specialists  
Entertainers and Performers, Sports and Related Workers  
Health Diagnosing and Treating Practitioners  
Lawyers, Judges, and Related Workers  
Librarians, Curators, and Archivists  
Life Scientists  
Media and Communication Workers  
Other Teachers and Instructors  
Postsecondary Teachers  
Primary, Secondary, and Special Education School Teachers  
Religious Workers  
Social Scientists and Related Workers

### Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers  
Computer Specialists  
Engineers  
Mathematical Science Occupations  
Physical Scientists

### Technical

Drafters, Engineering, and Mapping Technicians  
Health Technologists and Technicians  
Life, Physical, and Social Science Technicians  
Media and Communication Equipment Workers

### Sales

Other Sales and Related Workers  
Retail Sales Workers  
Sales Representatives, Services  
Sales Representatives, Wholesale and Manufacturing  
Supervisors, Sales Workers

### Administrative Support

Financial Clerks  
Information and Record Clerks  
Legal Support Workers

Material Recording, Scheduling, Dispatching, and Distributing Workers  
Other Education, Training, and Library Occupations  
Other Office and Administrative Support Workers  
Secretaries and Administrative Assistants  
Supervisors, Office and Administrative Support Workers

### Services

Building Cleaning and Pest Control Workers  
Cooks and Food Preparation Workers  
Entertainment Attendants and Related Workers  
Fire Fighting and Prevention Workers  
First-Line Supervisors/Managers, Protective Service Workers  
Food and Beverage Serving Workers  
Funeral Service Workers  
Law Enforcement Workers  
Nursing, Psychiatric, and Home Health Aides  
Occupational and Physical Therapist Assistants and Aides  
Other Food Preparation and Serving Related Workers  
Other Healthcare Support Occupations  
Other Personal Care and Service Workers  
Other Protective Service Workers  
Personal Appearance Workers  
Supervisors, Food Preparation and Serving Workers  
Supervisors, Personal Care and Service Workers  
Transportation, Tourism, and Lodging Attendants

### Crafts

Construction Trades Workers  
Electrical and Electronic Equipment Mechanics, Installers, and Repairers  
Extraction Workers  
Material Moving Workers  
Other Construction and Related Workers  
Other Installation, Maintenance, and Repair Occupations  
Plant and System Operators  
Supervisors of Installation, Maintenance, and Repair Workers  
Supervisors, Construction and Extraction Workers  
Vehicle and Mobile Equipment Mechanics,

Installers, and Repairers  
Woodworkers

**Operative Workers**

Assemblers and Fabricators  
Communications Equipment Operators  
Food Processing Workers  
Metal Workers and Plastic Workers  
Motor Vehicle Operators  
Other Production Occupations  
Printing Workers  
Supervisors, Production Workers  
Textile, Apparel, and Furnishings Workers

**Transportation**

Air Transportation Workers  
Other Transportation Workers  
Rail Transportation Workers  
Supervisors, Transportation and Material  
Moving Workers  
Water Transportation Workers

**Laborers**

Agricultural Workers  
Animal Care and Service Workers  
Fishing and Hunting Workers  
Forest, Conservation, and Logging Workers  
Grounds Maintenance Workers  
Helpers, Construction Trades  
Supervisors, Building and Grounds Cleaning  
and Maintenance Workers  
Supervisors, Farming, Fishing, and Forestry  
Workers

**Exhibit B: Work Force Report Job Categories-Trade**

**Brick, Block or Stone Masons**  
Brickmasons and Blockmasons  
Stonemasons

**Carpenters**

**Carpet, floor and Tile Installers and Finishers**  
Carpet Installers  
Floor Layers, except Carpet, Wood and Hard  
Tiles  
Floor Sanders and Finishers  
Tile and Marble Setters

**Cement Masons, Concrete Finishers**  
Cement Masons and Concrete Finishers  
Terrazzo Workers and Finishers

**Construction Laborers**

**Drywall Installers, Ceiling Tile Inst**  
Drywall and Ceiling Tile Installers  
Tapers

**Electricians**

**Elevator Installers and Repairers**

**First-Line Supervisors/Managers**  
First-line Supervisors/Managers of  
Construction Trades and Extraction Workers

**Glaziers**

**Helpers, Construction Trade**  
Brickmasons, Blockmasons, and Tile and  
Marble Setters  
Carpenters  
Electricians  
Painters, Paperhangers, Plasterers and Stucco  
Pipelayers, Plumbers, Pipefitters and  
Steamfitters  
Roofers  
All other Construction Trades

**Millwrights**

Heating, Air Conditioning and Refrigeration  
Mechanics and Installers  
Mechanical Door Repairers

Control and Valve Installers and Repairers

Other Installation, Maintenance and Repair  
Occupations

**Misc. Const. Equipment Operators**

Paving, Surfacing and Tamping Equipment  
Operators

Pile-Driver Operators

Operating Engineers and Other Construction  
Equipment Operators

**Painters, Const. Maintenance**

Painters, Construction and Maintenance  
Paperhangers

**Pipelayers and Plumbers**

Pipelayers

Plumbers, Pipefitters and Steamfitters

**Plasterers and Stucco Masons****Roofers****Security Guards & Surveillance Officers****Sheet Metal Workers****Structural Iron and Steel Workers****Welding, Soldering and Brazing Workers**

Welders, Cutter, Solderers and Brazers

Welding, Soldering and Brazing Machine  
Setter, Operators and Tenders

**Workers, Extractive Crafts, Miners**

## SUBCONTRACTOR PARTICIPATION LIST

This list shall include the name and complete address of all Subcontractors who qualify as SLBEs or ELBEs. Consultants must also list participation by any MBE, WBE, DBE, DBVE and OBE firms. However, no additional points will be awarded for participation by these firms, except that DVBEs that are certified by the City as local businesses shall be counted as SLBEs.

Subcontractors shall be used in the percentages listed. **NOTE:** If percentages are listed as a range, the **minimum number identified** in the range will be used to calculate overall subcontractor participation.

No changes to this Participation List will be allowed without prior written City approval. The Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF SERVICES	PERCENT OF CONTRACT	SLBE/ELBE (MBE/ WBE/DBE/ DVBE/OBE*)	WHERE CERTIFIED**
Rick Engineering Company (RICK) 5620 Friars Road San Diego, CA 92110	Civil Engineering/ Multiple Disciplines	26%	OBE	N/A
Balboa Engineering 14204 Caminito Lazanja San Diego, CA 92127	Trench Rail Crossing	2.5%	ELBE	City of San Diego
Kleinfelder, Inc. 550 West C Street, Suite 1200 San Diego, CA 92101	Geotechnical Engineering	13%	OBE	N/A
AirX Utility Surveyors 2434 Auto Parkway, Suite 204 Escondido, CA 92029	Utility Locating, Potholing, Traffic Control	1.5%	WBE, SLBE	City of San Diego, CPUC
Southwest Geophysics - Atlas Company 6280 Riverdale Street, Suite 200 San Diego, CA 92121	Geophysical Utility	1%	OBE	N/A
Katz & Associates, Inc. 1450 Frazee Road, Suite 2000 San Diego, CA 92108	Community Outreach	0.5%	WBE	CPUC
Peterson Structural Engineers, Inc. 9400 SW Barnes Road, Suite 100 Portland, OR 97225	Structural Engineering	0.9%	OBE	N/A
Helix Environmental Planning, Inc. 7578 El Cajon Boulevard La Mesa, CA 91942	Environmental Services	0.6%	OBE	N/A

### List of Abbreviations:

**Small Local Business Enterprise**  
**Emerging Local Business Enterprise**  
 Certified Minority Business Enterprise  
 Certified Woman Business Enterprise  
 Certified Disadvantaged Business Enterprise

**SLBE**  
**ELBE**  
**MBE\***  
**WBE\***  
**DBE\***

**DISCLOSURE DETERMINATION FOR CONSULTANT**

*\*Must be signed by department director, agency president or other individual authorized by the appropriate conflict of interest code regarding consultants.*

- 1. Department / Board / Commission / Agency Name: ENGINEERING AND CAPITAL PROJECTS/CITY OF SAN DIEGO
- 2. Name of Specific Consultant & Company: BLUE LAKE CIVIL
- 3. Address, City, State, ZIP: 5480 BALTIMORE DR, SUITE 215  
LA MESA, CA 91942
- 4. Project Title (as shown on 1472, "Request for Council Action"): DESIGN OF AC WATER & SEWER GROUP 1033
- 5. Consultant Duties for Project: CIVIL ENGINEERING SERVICES

6. Disclosure Determination [select applicable disclosure requirement]:

Consultant will not be "making a governmental decision" or "serving in a staff capacity." No disclosure required.

- or -

Consultant will be "making a governmental decision" or "serving in a staff capacity." Consultant is required to file a Statement of Economic Interests with the City Clerk of the City of San Diego in a timely manner as required by law. [Select consultant's disclosure category.]

Full: Disclosure is required pursuant to the broadest disclosure category in the appropriate Conflict of Interest Code.

- or -

Limited: Disclosure is required to a limited extent. [List the specific economic interests the consultant is required to disclose.]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: Abi Palaseyed 8/16/2021  
[Name/Title]\* Abi Palaseyed, Asst Deputy Director [Date]

*Once completed, with all questions answered and an authorized signature affixed, please forward the original form to the City Clerk's Office, MS 2A. Keep a copy with the contract.*

**DEFINITION OF "CONSULTANT"**

2 California Code of Regulations defines a "consultant" as an individual who, pursuant to a contract with a state or local government agency:

- (A) Makes a governmental decision whether to:
1. Approve a rate, rule or regulation;
  2. Adopt or enforce a law;
  3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
  4. Authorize the City to enter into, modify, or renew a contract provided it is the type of contract that requires City approval;
  5. Grant City approval to a contract that requires City approval and to which the City is a party, or to the specifications for such a contract;
  6. Grant City approval to a plan, design, report, study, or similar item;
  7. Adopt, or grant City approval of, policies, standards, or guidelines for the City, or for any subdivision thereof; or
- (B) Serves in a staff capacity with the City and in that capacity participates in making a governmental decision as defined in Regulation 18702.2 or performs the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a position specified in the City's Conflict of Interest Code.

An individual "serves in a staff capacity" if he or she performs substantially all the same tasks that normally would be performed by staff member of a governmental entity. In most cases, individuals who work on only one project or a limited range of projects for an agency are not considered to be working in a "staff capacity." The length of the individual's service to the agency is relevant. Also, the tasks over the relevant period of time must be substantially the same as a position that is or should be specified in the City's conflict of interest code.

An individual "participates in making a governmental decision" if he or she: (1) negotiates, without substantive review, with a governmental entity or private person regarding the decision; or (2) advises or makes recommendations to the decision-maker, by conducting research or an investigation, preparing or presenting a report, analysis or opinion which requires the exercise of judgment on the part of the individual and the individual is attempting to influence the decision.

1/28/2006



**CITY OF SAN DIEGO CONSULTANT PERFORMANCE EVALUATION**

The purpose of this form is to evaluate the consultant's performance and will be retained by Public Works Contracts for five years to provide historical data to City staff when selecting consultants.

**Section I PROJECT INFORMATION**

1. PROJECT DATA		2. CONSULTANT DATA	
1a. Project (title, location):		2a. Name, address, phone & email of Consultant:	
1b. Brief Description:		2b. Consultant's Project Manager:	
1c. Contract Amount: \$ WBS/IO:		Phone: (        )	Email:
3. CITY DEPARTMENT RESPONSIBLE			
3a. Department (include Division):  Deputy Director:		3b. Project Manager (name, address, phone & email address):  Phone: (        ) Email:	

**Section II SPECIFIC RATINGS**

PERFORMANCE EVALUATION	EXCELLENT	SATISFACTORY	UN-SATISFACTORY	N/A
<b>1. Quality of Report, Study, Plans, Specifications, etc. [Deliverables] of Scope as noted:</b>				
• Deliverables submitted were complete in all respects.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• All comments and review requests were adequately incorporated into Deliverables.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• The Deliverables were properly formatted and well-coordinated.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Writing style/presentation and terminology was clear and straightforward with adequate backup provided.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>2. Ability to adhere to contract schedule, budget, and overall timely responses as noted:</b>				
• Deliverables prepared in accordance with the agreed upon schedule(s).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Consultant alerted the City to possible schedule problems well in advance of delays.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Consultant suggested solutions there were cost effective, appropriate and were provided in a timely manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• The Consultant provided responses to RFI's/emails/request for proposals, etc. in a timely manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>3. Ability to manage project team, Subconsultants, and coordinate with City staff as noted:</b>				
• The Consultant was reasonable and fair during negotiations of the Agreement and/or on Task Orders.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• The Consultant followed direction and chain of responsibility.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• The Consultant reviewed and analyzed Subconsultant Deliverables and oversaw their work in an appropriate manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• The Consultant provided adequate support/attendance during meetings.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Section II

SPECIFIC RATINGS Continued

PERFORMANCE EVALUATION	EXCELLENT	SATISFACTORY	UN-SATISFACTORY	N/A
	<b>4. Ability to manage responsibilities in the regulatory/approval process as noted:</b>			
• The Consultant researched and adhered to the necessary Federal/State/City code/regulations & requirements needed for the Deliverable.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• The Consultant advise the City the necessary regulatory restrictions that needed to be adhered to.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>5. Quality of Construction/Design Support as noted:</b>				
• The drawings/plans reflected existing conditions accurately.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• The Consultant provided direction/support to the Resident Engineer and work cooperatively with them.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• The Consultant provide adequate support for As-Built drawings.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Change orders due to design deficiencies were kept to a minimum.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Section III

SUPPLEMENTAL INFORMATION

(Please ensure to attach additional documentation as needed.)

(Supporting documentation attached: Yes  No )

Section IV

FINAL RATING

4. OVERALL RATING			
Consultant Rating	Excellent	Satisfactory	Unsatisfactory
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. AUTHORIZING SIGNATURES			
5a. Project Manager _____			
Name	Signature	Date	
5b. Deputy Director _____			
Name	Signature	Date	
5c. Provided to Consultant _____			
Name of Recipient	Signature	Date Provided	
Consultant Concurrence*: Yes <input type="checkbox"/> No <input type="checkbox"/>			
*Note: Consultant has the right to appeal the contents of this evaluation. Please refer to SDMC 22.0811(a) for more details.			

**City of San Diego  
CONTRACTOR STANDARDS  
Pledge of Compliance**

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a bidder or proposer has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Contractor Standards Pledge of Compliance (Pledge of Compliance) signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Respondents must provide responses on Attachment "A" to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render the bid or proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

**A. BID/PROPOSER/SOLICITATION TITLE:**

H207152 / BLUE LAKE CIVIL / DESIGN OF AC WATER & SEWER GROUP 1033

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**B. BIDDER PROPOSER INFORMATION**

BLUE LAKE CIVIL			
Legal Name	5480 BALTIMORE DR, SUITE 215		DBA
	LA MESA, CA 91942		
Street Address	City	State	Zip
MARGARET H. WITT, PRESIDENT	(857) 253-8684		
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest\* of all persons who are directly or indirectly involved\*\* in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

\* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

\*\* Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

MARGARET H. WITT, PRESIDENT

Name	Title/Position
SAN DIEGO, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
OWNER 51% - BLUE LAKE CIVIL	
Interest in the transaction	

TIMOTHY P. MONROE, VICE PRESIDENT

Name	Title/Position
SAN DIEGO, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
OWNER 49% - BLUE LAKE CIVIL	
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Use Attachment "A" if additional pages are necessary.

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?

Yes  No

If Yes, use Attachment "A" to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?

Yes  No

If Yes, use Attachment "A" to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment "A" if more space is required.

Corporation

Date incorporated: 01 / 12 / 2017 State of incorporation: CALIFORNIA

List corporation's current officers:

President: MARGARET H. WITT

Vice Pres.: TIMOTHY P. MONROE

Secretary: MARGARET H. WITT

Treasurer: MARGARET H. WITT

Is your firm a publicly traded corporation?  Yes  No

If Yes, name those who own ten percent (10%) or more of the corporation's stocks:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Limited Liability Company

Date formed: \_\_\_\_\_ State of formation: \_\_\_\_\_

List names of members who own ten percent (10%) or more of the company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Partnership

Date formed: \_\_\_\_/\_\_\_\_/\_\_\_\_

State of formation: \_\_\_\_\_

List names of all firm partners:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sole Proprietorship Date started: \_\_\_\_/\_\_\_\_/\_\_\_\_

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Joint Venture Date formed: \_\_\_\_/\_\_\_\_/\_\_\_\_

List each firm in the joint venture and its percentage of ownership:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Note:** To be responsive, each member of a Joint Venture must complete a separate Pledge of Compliance.

**E. FINANCIAL RESOURCES AND RESPONSIBILITY:**

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?  
 Yes  No

If Yes, use Attachment "A" to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?  
 Yes  No

If Yes, use Attachment "A" to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?

Yes       No

If **Yes**, use Attachment "A" to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes       No

If **Yes**, use Attachment "A" to explain specific circumstances.

5. Within the last five (5) years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?

Yes       No

If **Yes**, use Attachment "A" to explain specific circumstances.

6. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: WELLS FARGO

Point of Contact: N/A

Address: 5610 LAKE MURRAY BLVD, LA MESA, CA 91942

Phone Number: (619) 464-3877

7. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

**F. PERFORMANCE HISTORY:**

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

Yes       No

If **Yes**, use Attachment "A" to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

Yes       No

If **Yes**, use Attachment "A" to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

Yes       No

If **Yes**, use Attachment "A" to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?  
 Yes       No

If Yes, use Attachment "A" to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?  
 Yes       No

If Yes, use Attachment "A" to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?  
 Yes       No

If Yes, use Attachment "A" to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Company Name: San Diego Association of Governments (SANDAG)

Contact Name and Phone Number: Gregory Gastelum, PE cell: (619) 772-0724

Contact Email: Greg.Gastelum@sandag.org

Address: 401 B Street, Suite 800, San Diego, CA 92101

Contract Date: 5/1/2017

Contract Amount: \$1.5M

Requirements of Contract: Program Management - Utility Relocation Management, CM/GC Contract Negotiation

Company Name: City of San Diego - Public Works Department

Contact Name and Phone Number: Daniel Nutter (619) 533-7492

Contact Email: DNutter@SanDiego.gov

Address: 525 B Street, Suite 7500, MS 908A, San Diego, CA 92101-4502

Contract Date: 5/1/2017

Contract Amount: \$1.5M

Requirements of Contract: Mid-Coast City Liaison



Company Name: City of San Diego - Public Utilities Department

Contact Name and Phone Number: Cha Moua (858) 654-4181

Contact Email: CMoua@sandiego.gov

Address: MOC I - 9192 Topaz Way, San Diego, Ca 92123

Contract Date: 5/1/2017

Contract Amount: \$1.5M

Requirements of Contract: Wastewater Design and Construction Coordination

**G. COMPLIANCE:**

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?

Yes  No

If Yes, use Attachment "A" to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?

Yes  No

If Yes, use Attachment "A" to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

**H. BUSINESS INTEGRITY:**

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

Yes  No

If Yes, use Attachment "A" to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

Yes  No

If Yes, use Attachment "A" to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

Yes  No

**J. STATEMENT OF SUBCONTRACTORS:**

Please provide the names and information for all subcontractors used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment "A" if additional pages are necessary. If no subcontractors will be used, please check here  Not Applicable.

Company Name: Rick Engineering Company

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Contact Name and Phone Number: Kevin Gibson, 619-291-0707

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Contact Email: kgibson@rickengineering.com

---

Address: 5620 Friars Road, San Diego, CA 92110

---

Contract Date: TBD

---

Contract Amount: TBD

---

Requirements of Contract: Water/Wastewater Design, ADA Design, Supplemental Survey, Stormwater

---

What portion of work will be assigned to this subcontractor: 26%

---

Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Check One) Yes  No

If Yes, Contractor must provide valid proof of certification with the response to the bid or proposal.

**K. STATEMENT OF AVAILABLE EQUIPMENT:**

List all necessary equipment to complete the work specified using Attachment "A". In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San Diego reserves the right to reject any response when, in its opinion, the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective manner for the duration of the contract period.

If no equipment is necessary to complete the work specified, please check here  Not Applicable.

**L. TYPE OF SUBMISSION: This document is submitted as:**

Pledge of Compliance Initial submission.

OR

Update to prior Pledge of Compliance dated 04/03/2021

**Complete all questions and sign below.**

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of

this Pledge of Compliance requires an updated response. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

(a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

(e) I and my firm will cooperate fully with the City during any investigation and agree to respond to a request for information within ten (10) working days.

**Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted.**

<u>Margaret H. Witt, President</u> Name and Title	 Signature	<u>March 3, 2021</u> Date
--	--	------------------------------

**City of San Diego  
CONTRACTOR STANDARDS  
Pledge of Compliance Attachment "A"**

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

If not using this Attachment "A", please check here  Not Applicable.

J. STATEMENT OF SUBCONTRACTORS (cont.)

Company Name: Balboa Engineering  
 Contact Name and Phone Number: Matt Dorman, Principal, 858-200-5044  
 Contact Email: matt@balboaengineering.com  
 Address: 14204 Caminito Lazanja, San Diego CA 92127  
 Contract Date: TBD  
 Contract Amount: TBD  
 Requirements of Contract: Trenchless Design  
 What portion of work will be assigned to this subcontractor: 2.5%  
 Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Check one)  Yes  No

Company Name: Kleinfelder, Inc.  
 Contact Name and Phone Number: Kevin Crennan, PE, GE, 619-831-4533  
 Contact Email: kcrennan@kleinfelder.com  
 Address: 550 West C Street, Suite 1200, San Diego, CA 92101  
 Contract Date: TBD  
 Contract Amount: TBD  
 Requirements of Contract: Geotechnical engineering  
 What portion of work will be assigned to this subcontractor: 13%  
 Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Check one) Yes  No

Company Name: Air X Utility Surveyors  
 Contact Name and Phone Number: Gail McMorran, 760-480-2347  
 Contact Email: gmcmorran@airxus.com  
 Address: 2434 Auto Parkway, Suite 204, Escondido, CA 92029  
 Contract Date: TBD  
 Contract Amount: TBD  
 Requirements of Contract: Utility locating, potholing and traffic control  
 What portion of work will be assigned to this subcontractor: 1.5%  
 Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Check one)  Yes  No

I have read the matters and statements made in this Pledge of Compliance and Attachment "A"(s) there to and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Margaret Witt, President  
 \_\_\_\_\_  
 Print Name, Title

*Margaret H Witt*  
 \_\_\_\_\_  
 Signature

March 3, 2021  
 \_\_\_\_\_  
 Date

City of San Diego  
CONTRACTOR STANDARDS  
Pledge of Compliance Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

If not using this Attachment "A", please check here  Not Applicable.

J. STATEMENT OF SUBCONTRACTORS (cont)

Company Name: Peterson Structural Engineers, Inc.  
Contact Name and Phone Number: Joe Wendt, 858-842-1677  
Contact Email: joe.wendt@psengineers.com  
Address: 10650 Treena Street, Suite 111, San Die go, CA 92131  
Contract Date: TBD  
Contract Amount: TBD

Requirements of Contract: Structural Engineering  
What portion of work will be assigned to this subcontractor: 0.9%  
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Check one) Yes  No

Company Name: Southwest Geophysics  
Contact Name and Phone Number: Hans van de Vrugt, 858-527-0849  
Contact Email: info@southwestgeophysics.com  
Address: 6280 Riverdale Street, Suite 200, San Diego, CA 92121  
Contract Date: TBD  
Contract Amount: TBD

Requirements of Contract: Geophysical surveying  
What portion of work will be assigned to this subcontractor: 1%  
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Check one) Yes  No

Company Name: Helix Environmental  
Contact Name and Phone Number: Joanne Dramko, 619-462-1515  
Contact Email: JoanneD@helixepi.com  
Address: 7578 El Cajon Boulevard, La Mesa, CA 91942  
Contract Date: TBD  
Contract Amount: TBD

Requirements of Contract: Environmental services  
What portion of work will be assigned to this subcontractor: 0.6%  
Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Check one) Yes  No

I have read the matters and statements made in this Pledge of Compliance and Attachment "A"(s) there to and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Margaret Witt, President  
Print Name, Title

*Margaret H. Witt*  
Signature

March 3, 2021  
Date

City of San Diego  
CONTRACTOR STANDARDS  
Pledge of Compliance Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

If not using this Attachment "A", please check here  Not Applicable.

J. STATEMENT OF SUBCONTRACTORS (cont)

Company Name: Katz & Associates  
 Contact Name and Phone Number: Dan Danzinger, 858-926-4004  
 Contact Email: ddanzinger@katzandassociates.com  
 Address: 1450 Frazee Road, Suite 2000, San Diego, CA 92108  
 Contract Date: TBD  
 Contract Amount: TBD  
 Requirements of Contract: Community outreach  
 What portion of work will be assigned to this subcontractor: 0.5%  
 Is the Subcontractor a certified SLBE, ELBE, MBE, DBE, DVBE, or OBE? (Check one) Yes  No

I have read the matters and statements made in this Pledge of Compliance and Attachment "A"(s) there to and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Margaret Witt, President  
Print Name, Title

*Margaret H. Witt*  
Signature

March 3, 2021  
Date

252  
7/27/2021

(O-2021-165)

ORDINANCE NUMBER O- 21363 (NEW SERIES)

DATE OF FINAL PASSAGE AUG 03 2021

AN ORDINANCE OF THE COUNCIL OF THE CITY OF SAN DIEGO AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A CONSULTANT AGREEMENT WITH BLUE LAKE CIVIL TO PROVIDE PROFESSIONAL ENGINEERING SERVICES TO PREPARE PLANS, SPECIFICATIONS, AND COST ESTIMATES FOR COMPLETION OF AC WATER AND SEWER GROUP JOB 1033 PROJECT FOR AN AMOUNT NOT TO EXCEED \$2,162,429.00 FOR A 6-YEAR TERM OF THE AGREEMENT.

WHEREAS, the City of San Diego has established a program for the replacement of all aging and deteriorating water and sewer mains currently in service; and

WHEREAS, the replacements of these aging mains will reduce future water main breaks and sewer spills and will bring these pipelines up to current City standards; and

WHEREAS, in March 2020, the City prepared and advertised a Request for Proposal (RFP) for selection of a consultant to provide professional engineering services for the AC Water and Sewer Group Job 1033 project (Project); and

WHEREAS, the Project scope of work includes replacing approximately 21,150 linear feet (LF) (4.01 miles) of existing water mains and 13,150 linear feet (LF) (2.49 miles) of existing sewer mains in the Downtown and Uptown communities of Council District 3; and

WHEREAS, the Project also includes associated water services, fire hydrants, sewer manholes, laterals, and curb ramps; and

WHEREAS, due to complicated, technical elements of the Project, such as dewatering, structural design for mains extending under piers, relocating pressure reducing stations,

trenchless design for main replacement under trolley tracks, and extensive coordination with downtown high rises, a consultant would be best fit for the Project design; and

WHEREAS, design elements for the Project, such as traffic control, for which City staff have expertise, will remain as in-house design work for City staff; and

WHEREAS, the consultant will provide the design, construction support for any unforeseen circumstances during construction, and will create as-builts during post-construction; and

WHEREAS, construction for a project of this size in the downtown area is expected to last nearly 4 years; and

WHEREAS, for this reason, the City needs to retain a consultant for a duration not to exceed 6 years; and

WHEREAS, through the Project competitive selection process, Blue Lake Civil was identified as the most highly qualified consultant; and

WHEREAS, this action will execute the consultant agreement with Blue Lake Civil to provide professional engineering services to prepare plans, specifications, and cost estimates for completion of the Project for an amount not to exceed \$2,162,429.00 for a 6-year term of the agreement; and

WHEREAS, under Charter section 99, no contract, agreement or obligation extending for a period of more than five years may be authorized except by Ordinance approved by a two-thirds majority vote of the City Council; NOW, THEREFORE,

BE IT ORDAINED, by the Council of the City of San Diego, as follows:



Section 1. That the Mayor, or his designee, is authorized to execute the consultant agreement with Blue Lake Civil to provide professional engineering services to prepare plans, specifications, and cost estimates for completion of the Project for an amount not to exceed \$2,162,429.00 for a 6-year term of the agreement.

Section 2. That the Chief Financial Officer is authorized to expend an amount not to exceed \$2,162,429.00; of which, \$1,333,392.81 is in CIP A-KB.00003, Main Replacements (B-18021, AC Water and Sewer Group Job 1033 (W)), Fund 700010, Water Utility CIP; and \$829,036.19 is in CIP A-JA.00001, Sewer Main Replacements (B-18022, AC Water and Sewer Group Job 1033 (S)), Fund 700008, Muni Sewer CIP, for the purpose of executing this agreement.

Section 3. That a full reading of this ordinance is dispensed with prior to passage, a written copy having been made available to the Council and the public prior to the day of its passage.

Section 4. That this ordinance shall take effect and be in force on the thirtieth day from and after its final passage.

APPROVED: MARA W. ELLIOTT, City Attorney

By /s/ Adam R. Wander  
Adam R. Wander  
Deputy City Attorney

ARW:cw  
6/28/2021  
Or.Dept: Engineering & Capital Projects  
CC No.: N/A  
Doc. No.: N/A

I hereby certify that the foregoing Ordinance was passed by the Council of the City of San Diego, at this meeting of 07/27/2021.

ELIZABETH S. MALAND  
City Clerk

By /s/ Connie Patterson  
Deputy City Clerk

Approved: 8/3/21  
(date)

  
TODD GLORIA Mayor

Vetoed: \_\_\_\_\_  
(date)

\_\_\_\_\_  
TODD GLORIA, Mayor

Passed by the Council of The City of San Diego on JUL 27 2021, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Joe LaCava	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jennifer Campbell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stephen Whitburn	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Monica Montgomery Steppe	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marni von Wilpert	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Cate	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Raul A. Campillo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vivian Moreno	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sean Elo-Rivera	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Date of final passage AUG 03 2021

AUTHENTICATED BY:

(Seal)

TODD GLORIA  
Mayor of The City of San Diego, California.

ELIZABETH S. MALAND  
City Clerk of The City of San Diego, California.

By Connie Patterson, Deputy

I HEREBY CERTIFY that the foregoing ordinance was not finally passed until twelve calendar days had elapsed between the day of its introduction and the day of its final passage, to wit, on

JUL 13 2021, and on AUG 03 2021.

I FURTHER CERTIFY that said ordinance was read in full prior to passage or that such reading was dispensed with by a vote of five members of the Council, and that a written copy of the ordinance was made available to each member of the Council and the public prior to the day of its passage.

(Seal)

ELIZABETH S. MALAND  
City Clerk of The City of San Diego, California.

By Connie Patterson, Deputy

Office of the City Clerk, San Diego, California

Ordinance Number O- 21363

Passed by the Council of The City of San Diego on July 27, 2021, by the following vote:

**YEAS:** LACAVA, CAMPBELL, WHITBURN, MONTGOMERY STEPPE, VON

WILPERT, CATE, CAMPILLO, MORENO, & ELO-RIVERA.

**NAYS:** NONE.

**NOT PRESENT:** NONE.

**RECUSED:** NONE.

AUTHENTICATED BY:

**TODD GLORIA**

Mayor of The City of San Diego, California

**ELIZABETH S. MALAND**

City Clerk of The City of San Diego, California

(Seal)

By: Connie Patterson, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true, and correct copy of ORDINANCE NO. O-21363 (New Series) of The City of San Diego, California.

I FURTHER CERTIFY that said ordinance was not finally passed until twelve calendar days had elapsed between the day of its introduction and the day of its final passage, to wit, on July 13, 2021, and on August 3, 2021.

I FURTHER CERTIFY that said ordinance was read in full prior to passage or that such reading was dispensed with by a vote of five members of the Council, and that a written copy of the ordinance was made available to each member of the Council and the public prior to the day of its passage.

**ELIZABETH S. MALAND**

City Clerk of The City of San Diego, California

(SEAL)

By:  Deputy